					DEPARTMENT	ATE OF UTAH OF NATURAL RESC F OIL, GAS AND MI			AMENDE	FOR			
			APPLICATIO	N FOR	PERMIT TO DRILL			1. WELL NAME and NU	JMBER C Tribal 13	H-23-46			
2. TYPE O	F WORK	DRILL NEW WE	LL 📵 REE	NTER P&/	A WELL DEEPEN \	WELL (3. FIELD OR WILDCAT	r ALTAMO	ONT			
4. TYPE O	F WELL		Oil Well	Coalbo	d Methane Well: NO			5. UNIT or COMMUNIT	TIZATION A	GREEME	NT NAM	E	
6. NAME (OF OPERATOR	!		LL BARRE				7. OPERATOR PHONE	303 312-	8164			
8. ADDRE	SS OF OPERAT				0, Denver, CO, 80202			9. OPERATOR E-MAIL BHilgers @ billbarrettcorp.com					
	AL LEASE NUI ., INDIAN, OR S	MBER	oss rour direc	St Gle 230	11. MINERAL OWNERS	HIP) FEE (12. SURFACE OWNERS		STATE (
13. NAME	OF SURFACE	OWNER (if box 1	12 = 'fee')					14. SURFACE OWNER	R PHONE (i	f box 12 =	'fee')		
15. ADDR	ESS OF SURF	ACE OWNER (if b	ox 12 = 'fee')					16. SURFACE OWNER	R E-MAIL (f box 12 =	: 'fee')		
17. INDIAI	N ALLOTTEE C	OR TRIBE NAME			18. INTEND TO COMMI MULTIPLE FORMATION		FROM	19. SLANT					
(if box 12	: = 'INDIAN') U	lintah and Ouray			ATT 1	ommingling Applicatio	n) NO 📵	VERTICAL DIF	RECTIONAL) но	RIZONT	AL 📵	
20. LOC	TION OF WEL	L		FO	OTAGES	QTR-QTR	SECTION	TOWNSHIP	RAN	IGE	ME	RIDIAN	
LOCATIO	N AT SURFAC	E		1032 F	SL 685 FEL	SESE	23	4.0 S	6.0	W		U	
Top of U	ppermost Pro	ducing Zone		1001 FS	L 1280 FEL	SESE	23	4.0 S	6.0	W		U	
At Total	Depth			800 FS	L 800 FWL	SWSW	23	4.0 S	6.0	W		U	
21. COUN	TY	DUCHESNE			22. DISTANCE TO NEAF	REST LEASE LINE (Fe	et)	23. NUMBER OF ACRE	ES IN DRIL	ING UNIT	•		
					25. DISTANCE TO NEAR (Applied For Drilling o		POOL		26. PROPOSED DEPTH MD: 9487 TVD: 5850				
27. ELEV	ATION - GROU	ND LEVEL			28. BOND NUMBER			29. SOURCE OF DRILL			PLICABL	.E	
		6926				LPM8874725							
String	Hole Size	Casing Size	Length	Weigh	_	_	ement Information x Mud Wt. Cement Sacks Yield Weigh						
COND	26	16	0 - 80	65.0	Unknown	8.8		No Used		0	0.0	0.0	
SURF	12.25	9.625	0 - 1800	36.0	J-55 ST&C	8.8	Halliburt	on Light , Type Unkr	nown	240	3.16	11.0	
							Halliburtor	n Premium , Type Un	known	210	1.17	15.8	
I1	8.75	7	0 - 6331	23.0	P-110 LT&C	9.2		Unknown		280	3.14	11.0	
L1	6.125	4.5	0 - 9487	11.6	P-110 LT&C	9.5		Unknown No Used		145	0.0	0.0	
<u> </u>	0.123	4.5	0 - 9401	11.0		TTACHMENTS		No Oseu		0	0.0	0.0	
	VE	RIFY THE FOLL	OWING ARE	ATTAC	HED IN ACCORDAN	CE WITH THE UTA	H OIL AND GA	S CONSERVATION G	ENERAL	RULES			
w w	ELL PLAT OR N	MAP PREPARED B	SY LICENSED S	SURVEYO	R OR ENGINEER	COMF	PLETE DRILLING I	PLAN					
AFFIDAVIT OF STATUS OF SURFACE OWNER AGREEMENT (IF FEE SURFACE)							5. IF OPERATOR	IS OTHER THAN THE LE	EASE OWN	ER			
I ✓ DIF	RECTIONAL SU	JRVEY PLAN (IF [DIRECTIONALL	LY OR HO	RIZONTALLY DRILLED)	торо	GRAPHICAL MAP						
NAME Venessa Langmacher TITLE Senior Permit Analyst PHONE 303 312-8172													
SIGNATU	RE			DAT	E 05/02/2012		EMAIL vlan	gmacher@billbarrettcorp	o.com				
	BER ASSIGNED			APP	ROVAL		7	Od in or					
)1351397	0000					Do	it Manager					

DRILLING PLAN

BILL BARRETT CORPORATION

LC Tribal 13H-23-46

SHL: SE SE, 1032' FSL and 685' FEL, Section 23, T4S-R6W BHL: SW SW, 800' FSL and 800' FWL, Section 23, T4S-R6W Duchesne Co., UT

Bill Barrett Corporation (BBC) intends to drill a horizontal through the prospective zone within the Uteland Butte.

1 - 3. <u>Estimated Tops of Geological Markers and Formations Expected to Contain Water, Oil and Gas and Other Minerals</u>

HORIZONTAL LEG FORMATION TOPS

	G T OKWINITION T	
<u>Formation</u>	<u>Depth – MD</u>	Depth - TVD
Green River	2,005	2,005'
Surface casing	1,800'	1,800'
Mahogany	2,540'	2,540'
TGR3	3,800'	3,800'
Douglas Creek	4,610'	4,610'
3 PT Marker	4,985'	4,985'
Black Shale Facies	5,415'	5,414'
Castle Peak	5,623'	5,608'
*Uteland Butte	6,035'	5,917'
CR1A Base	6,201'	5,970'
TD	9,487'	5,850'

*PROSPECTIVE PAY

The Uteland Butte is the primary objective for oil/gas.

Base of Useable Water = 1,140'

4. Casing Program

Hole	SETTIN	G DEPTH	Casing	Casing	Casing		
<u>Size</u>	(FROM)	(TO)	<u>Size</u>	Weight	<u>Grade</u>	<u>Thread</u>	Condition
12-1/4"	surface	1,800'	9 5/8"	36.0 ppf	J or K 55	ST&C	New
8 3/4"	surface	6,331'	7"	26.0 ppf	P-110	LT&C	New
6 1/8"	surface	9,487'	4 1/2	11.6 ppf	P-110	LT&C	New
			Liner with				
			4-1/2"				
			Tieback				
			for frac				

Drilling Plan LC Tribal 13H-23-46 Duchesne Co., UT

5. <u>Cementing Program</u>

9 5/8" Surface Casing	Lead with approximately 240 sx Halliburton Light Premium
	cement with additives mixed at 11.0 ppg (yield = 3.16
	ft ³ /sx). TOC @ Surface
	Tail with 210 sx Premium 14.8 ppg (yield = $1.36 \text{ ft}^3/\text{sx}$)
	calculated hole volume with 75% excess. TOC @ 1,300'
	Top out cement, if required: 100 sx of Premium cement with
	additives mixed at 15.8 ppg (yield = 1.17 ft ³ /sk)
7" Intermediate Casing	Lead with approximately 280 sx Tune Light cement with
	additives, mixed at 11.0 ppg (yield = $3.14 \text{ ft}^3/\text{sx}$). TOC @
	1,300'
	Tail with approximately 145 sx Halliburton Econocem
	cement with additives mixed at 13.5 ppg (yield = 1.42
	ft^3/sx). TOC @ 4,407'
4 ½" Liner with 4-1/2" Tieback to	The liner will either be cemented with 300 sx 13.5 ppg
surface	Econocem from TD to the TOL or
	uncemented with 14-16 open hole packers.
Note: Top of Tail cement for the in	termediate string will be calculated to 1000' above the KOP

Note: Top of Tail cement for the intermediate string will be calculated to 1000' above the KOP using gauge hole plus 50% excess. Lead to 200' inside of surface casing.

6. Mud Program

	<u>Interval</u>	<u>Weight</u>	<u>Viscosity</u>	Fluid Loss	<u>Remarks</u>
				(API filtrate)	
40	' – 1,800'	8.4 - 8.8	26 - 36	NC	Freshwater Spud Mud Fluid
					System
1,80	0' – 6,331'	8.9 - 9.2	26 - 36	NC	Fresh Water with sweeps
6,3	31' – TD	9.0 - 9.5	45 – 58	4 – 10	Fresh Water PHPA

Note: Sufficient mud materials to maintain mud properties, control lost circulation and to contain "kicks" will be available at wellsite. BBC may require minor amounts of diesel to be added to its fluid system in order to reduce torque and drag.

7. BOP and Pressure Containment Data

Depth Intervals	BOP Equipment							
0 – 1,800'	0 – 1,800' No pressure control required							
1,800' – TD	11" 5000# Ram Type BOP							
	11" 5000# Annular BOP							
- Drilling spool to a	accommodate choke and kill lines;							
- Ancillary and cho	ke manifold to be rated @ 5000 psi;							
- Ancillary equipme	ent and choke manifold rated at 5,000#. All BOP and BOPE tests will be in							
accordance with the	he requirements of onshore Order No. 2;							
The DIM and the	State of Utah Division of Oil Con and Minima will be notified 24 hours in							

- The BLM and the State of Utah Division of Oil, Gas and Mining will be notified 24 hours in advance of all BOP pressure tests.
- BOP hand wheels may be underneath the sub-structure of the rig if the drilling rig used is set up to operate most efficiently in this manner.

Drilling Plan LC Tribal 13H-23-46 Duchesne Co., UT

8. Auxiliary Equipment

- a) Upper kelly cock; lower Kelly cock will be installed while drilling
- b) Inside BOP or stab-in valve (available on rig floor)
- c) Safety valve(s) and subs to fit all string connections in use
- d) Mud monitoring will be visually observed

9. <u>Testing, Logging and Core Programs</u>

Cores	None anticipated;
Testing	None anticipated; drill stem tests may be run on shows of interest;
Sampling	30' to 50' samples; surface casing to TD. Preserve samples all show intervals;
Surveys	MWD with GR as needed to land wellbore;
WL Logging	None in intermediate
Note: FMI an	d CAL may be run on the lateral portion of the horizontal wellbore at the geologist's
discretion.	-

10. Anticipated Abnormal Pressures or Temperatures

No abnormal pressures or temperatures or other hazards are anticipated.

Maximum anticipated bottom hole pressure equals approximately 2889 psi* and maximum anticipated surface pressure equals approximately 1602 psi** (bottom hole pressure minus the pressure of a partially evacuated hole calculated at 0.22 psi/foot).

*Max Mud Wt x 0.052 x TD = A (bottom hole pressure)

11. <u>Location and Type of Water Supply</u>

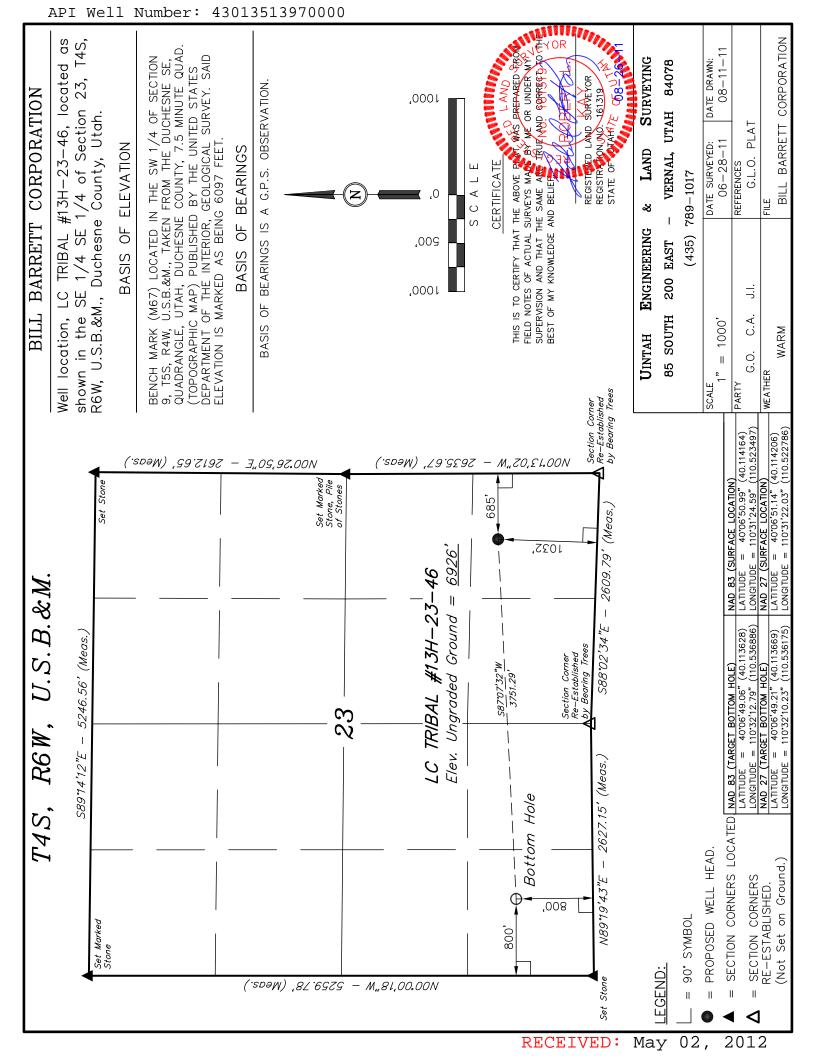
Water for the drilling and completion will be trucked from the Duchesne City Culinary Water Dock located in Sec. 1, T4S, R5W.

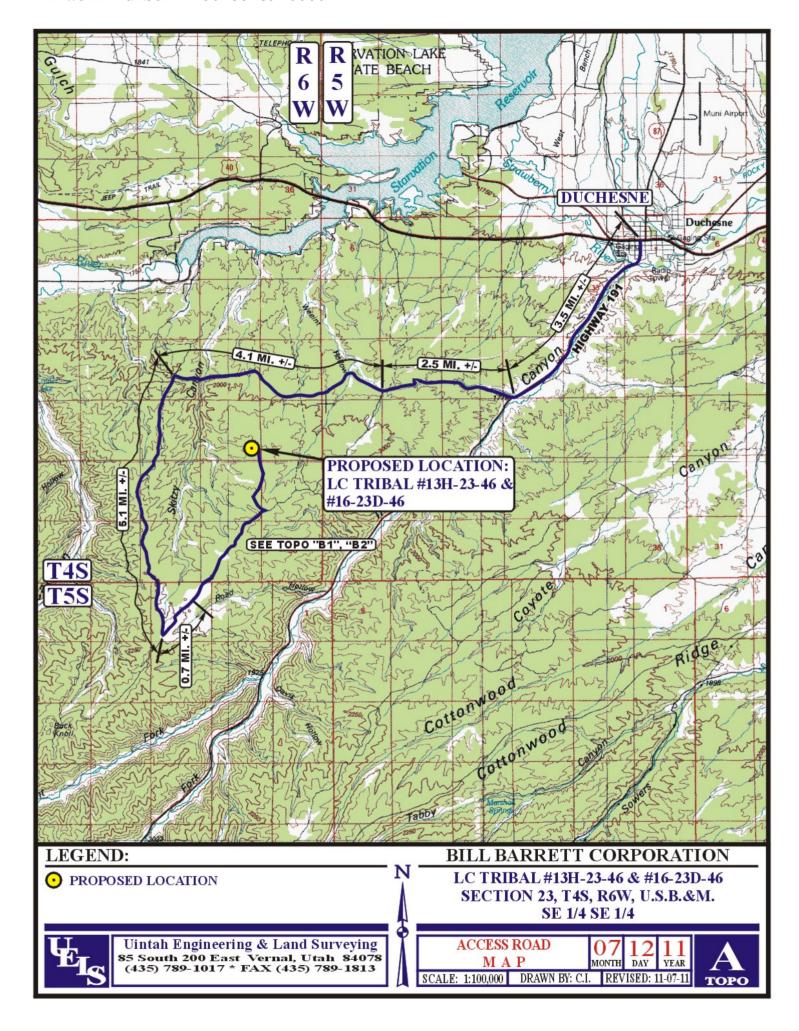
12. Drilling Schedule

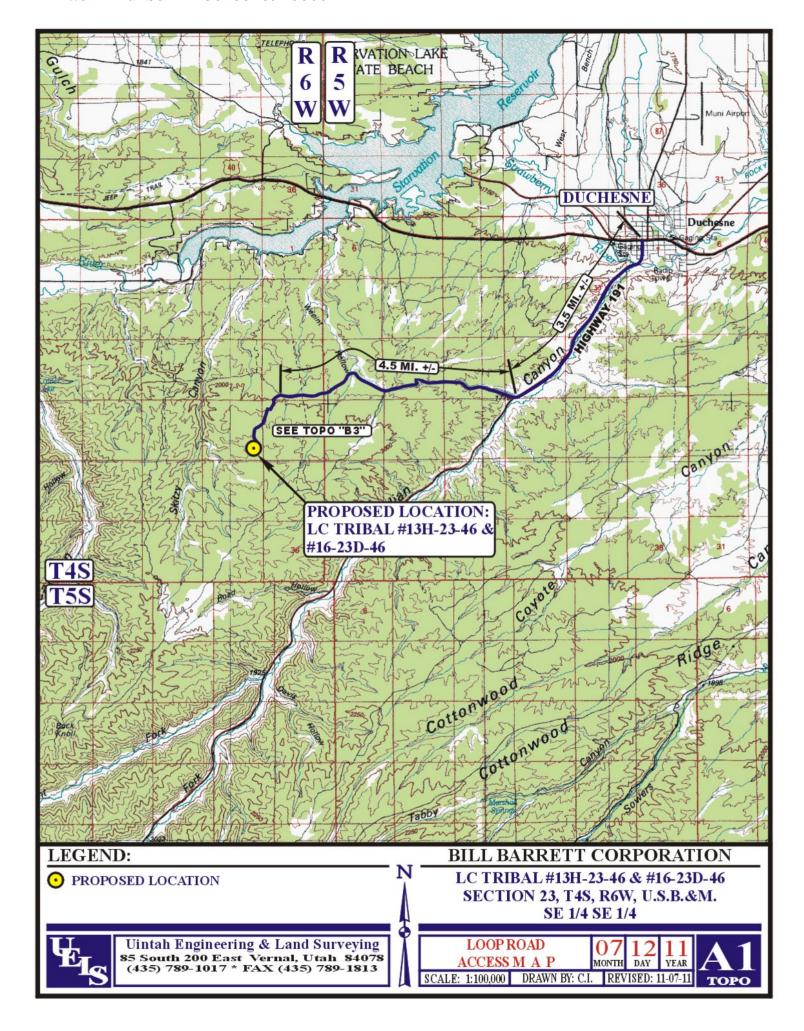
Location Construction: January 2013
Spud: January 2013
Duration: 25 days drilling time

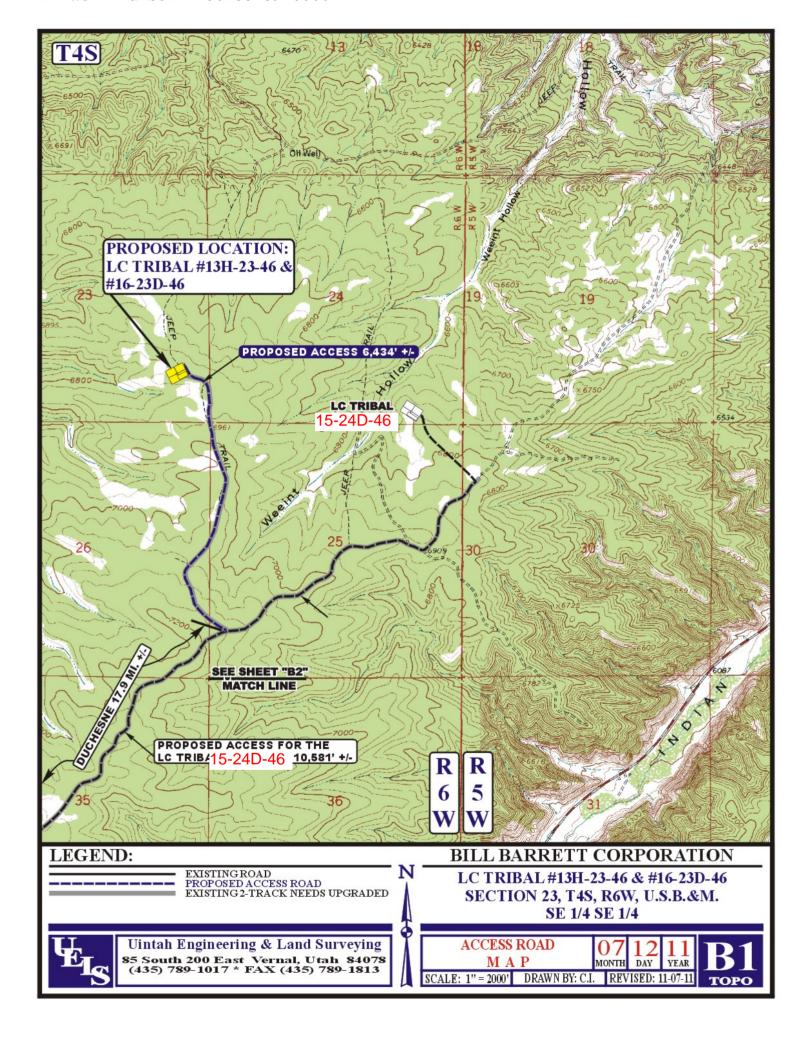
25 days completion time

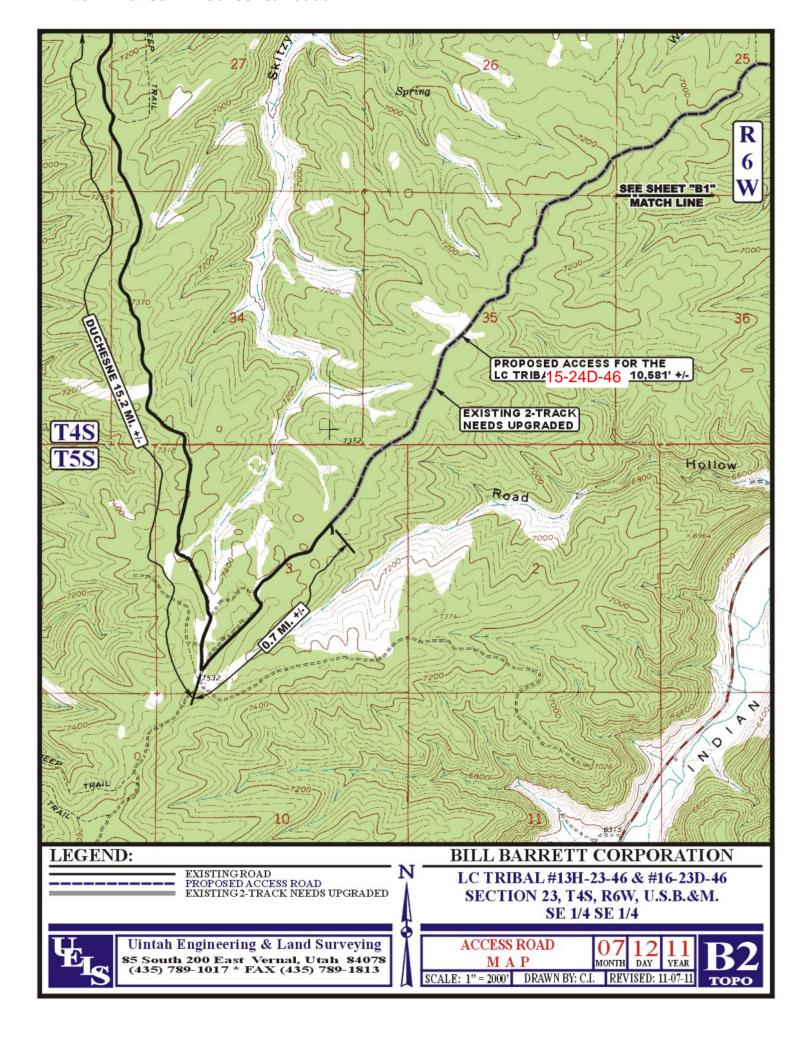
^{**}Maximum surface pressure = A - (0.22 x TD)

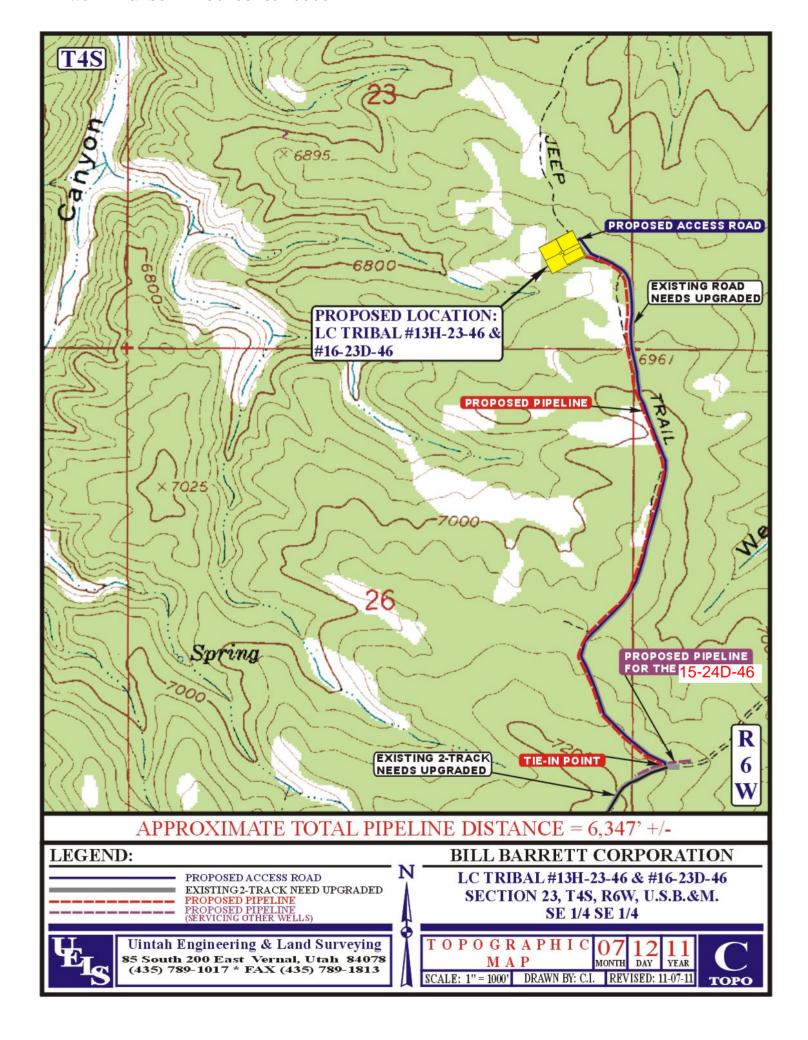


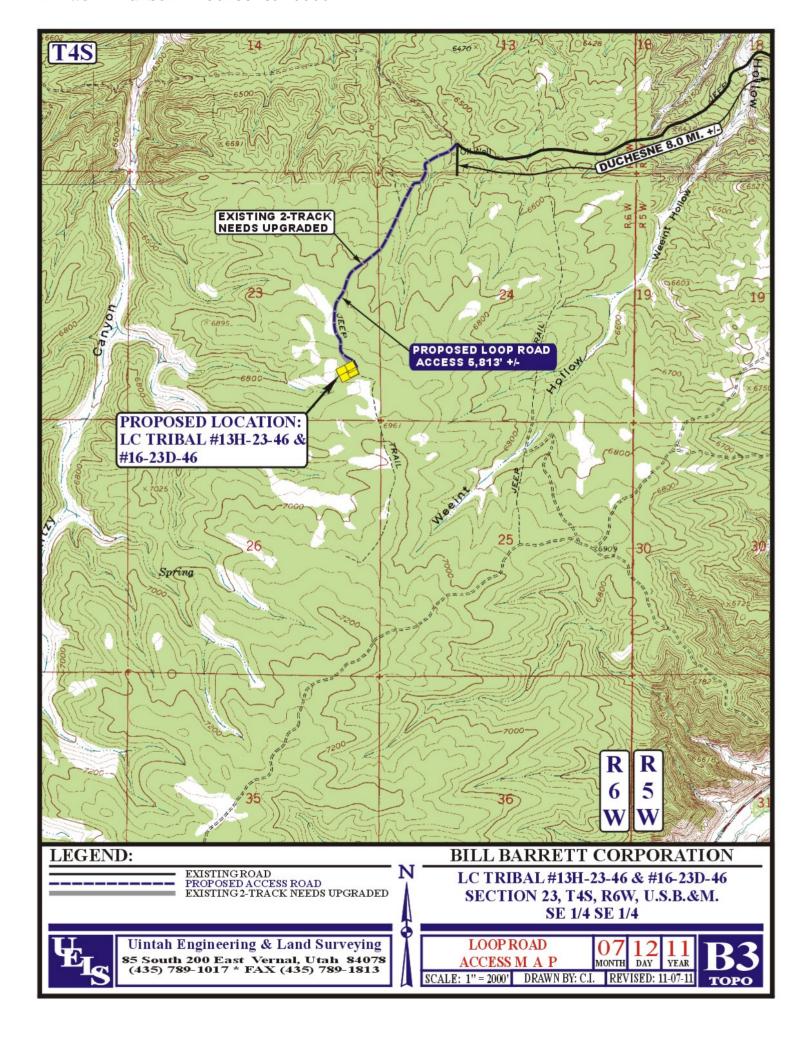












Bill Barrett Corporation

COMPANY DETAILS: BILL BARRETT CORP

Calculation Method: Minimum Curvature

Error System: ISCWSA

Scan Method: Closest Approach 3D Error Surface: Elliptical Conic

Warning Method: Error Ratio

SITE DETAILS: 13H-23-46 LC Tribal Lake Canyon

Site Latitude: 40° 6' 51.142 N Site Longitude: 110° 31' 22.030 W

Positional Uncertainity: 0.0 Convergence: 0.63 Local North: True

WELL DETAILS: 13H-23-46 LC Tribal

Ground Level: 6926.0

+N/-S +E/-W Northing Easting Latittude Longitude Slot 0.0 0.0 650137.68 2273299.91 40° 6' 51.142 N 110° 31' 22.030 W

WELLBORE TARGET DETAILS (LAT/LONG)

2250

Name TVD +N/-S +E/-W Latitude Longitude

13H-23-46 LC Tribal PBHL 5850.0 -195.3 -3744.6 40° 6′ 49.208110° 32′ 10.230 W

Shape Rectangle (Sides: L200.0 W200.0)

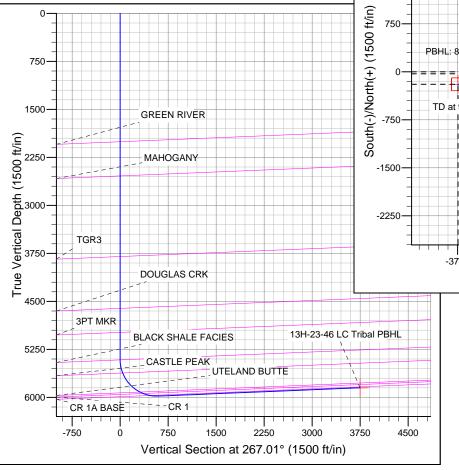
SECTION DETAILS

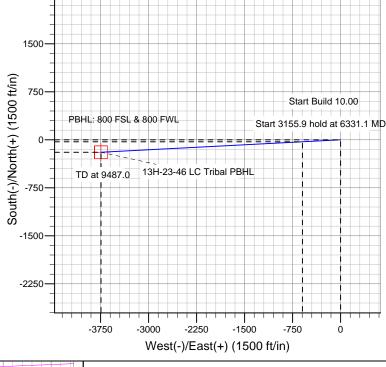
Sec MD TVD +N/-S +E/-W DLeg **TFace** VSec Target Inc Azi 0.0 0.00 0.00 0.0 0.0 0.0 0.00 0.00 0.0 5407.5 5407.5 0.0 0.0 2 0.00 0.00 0.00 0.00 0.0 3 6331.1 92.36 267.01 5980.0 31.1 -595.7 10.00 267.01 596.6 -195.3-3744.6 0.00 3749.7 9487.0 92.36 267.01 5850.0 0.00 13H-23-46 LC Tribal PBH 9487.0 0.00 0.00 5850.0 -195.3-3744.6 0.00 180.00 3749.7

FORMATION TOP DETAILS **TVDPath MDPath** Formation 2005.0 2005.0 **GREEN RIVER** 2540.0 3800.0 2540.0 3800.0 MAHOGANY TGR3 4610.0 DOUGLAS CRK 4610.0 3PT MKR 4985.0 4985.0 5415.0 5415.0 **BLACK SHALE FACIES** 5618.3 5917.2 5623.4 6035.7 CASTLE PEAK UTELAND BUTTE 5940.1 6091.1 CR 1

CASING DETAILS

No casing data is available





Azimuths to True North Magnetic North: 11.40°

Magnetic Field Strength: 52149.4snT Dip Angle: 65.74°
Date: 4/9/2012 Model: IGRF2010

Bill Barrett Corp

Planning Report

Compass Database:

Company: **BILL BARRETT CORP**

Project: DUCHESNE COUNTY, UT (NAD 27)

13H-23-46 LC Tribal Site: Well: 13H-23-46 LC Tribal Wellbore: 13H-23-46 LC Tribal

Design: Design #1

Local Co-ordinate Reference:

TVD Reference: MD Reference: North Reference:

Survey Calculation Method:

Well 13H-23-46 LC Tribal

KB @ 6942.0ft (Original Well Elev) KB @ 6942.0ft (Original Well Elev)

True

Minimum Curvature

Project DUCHESNE COUNTY, UT (NAD 27)

US State Plane 1927 (Exact solution) Map System:

NAD 1927 (NADCON CONUS) Geo Datum:

Utah Central 4302 Map Zone:

System Datum: Ground Level

13H-23-46 LC Tribal Site

Northing: 650,137.68 ft Site Position: Latitude: 40° 6' 51.142 N From: Lat/Long Easting: 2,273,299.91 ft Longitude: 110° 31' 22.030 W **Position Uncertainty:** 0.0 ft Slot Radius: **Grid Convergence:** 0.63 °

Well 13H-23-46 LC Tribal **Well Position** +N/-S 0.0 ft Northing: 650,137.68 ft Latitude: 40° 6' 51.142 N +E/-W 0.0 ft Easting: 2,273,299.91 ft Longitude: 110° 31' 22.030 W **Position Uncertainty** 0.0 ft Wellhead Elevation: ft **Ground Level:** 6,926.0 ft

Wellbore 13H-23-46 LC Tribal Field Strength Magnetics **Model Name** Sample Date Declination **Dip Angle** (nT) (°) (°) IGRF2010 4/9/2012 11.40 65.74 52,149

Design #1 Design **Audit Notes:** Version: Phase: PLAN Tie On Depth: 0.0 Vertical Section: Depth From (TVD) +N/-S +E/-W Direction (ft) (ft) (ft) (°) 0.0 267.01 0.0 0.0

Plan Sections										
Measured Depth (ft)	Inclination (°)	Azimuth (°)	Vertical Depth (ft)	+N/-S (ft)	+E/-W (ft)	Dogleg Rate (°/100ft)	Build Rate (°/100ft)	Turn Rate (°/100ft)	TFO (°)	Target
0.0	0.00	0.00	0.0	0.0	0.0	0.00	0.00	0.00	0.00	
5,407.5	0.00	0.00	5,407.5	0.0	0.0	0.00	0.00	0.00	0.00	
6,331.1	92.36	267.01	5,980.0	-31.1	-595.7	10.00	10.00	0.00	267.01	
9,487.0	92.36	267.01	5,850.0	-195.3	-3,744.6	0.00	0.00	0.00	0.00	
9,487.0	0.00	0.00	5,850.0	-195.3	-3,744.6	0.00	0.00	0.00	180.00	13H-23-46 LC Tribal F

DUCHESNE COUNTY, UT (NAD 27)

Bill Barrett Corp

Planning Report

Database: Compass

Project:

Company: BILL BARRETT CORP

 Site:
 13H-23-46 LC Tribal

 Well:
 13H-23-46 LC Tribal

 Wellbore:
 13H-23-46 LC Tribal

Design: Design #1

Local Co-ordinate Reference:

TVD Reference:
MD Reference:
North Reference:

Survey Calculation Method:

Well 13H-23-46 LC Tribal

KB @ 6942.0ft (Original Well Elev) KB @ 6942.0ft (Original Well Elev)

True

Minimum Curvature

Design:		Design #1								
Planne	d Survey									
rianne	a ourvey									
	Measured Depth (ft)	Inclination (°)	Azimuth (°)	Vertical Depth (ft)	+N/-S (ft)	+E/-W (ft)	Vertical Section (ft)	Dogleg Rate (°/100ft)	Build Rate (°/100ft)	Turn Rate (°/100ft)
	0.0	0.00	0.00	0.0	0.0	0.0	0.0	0.00	0.00	0.00
	100.0	0.00	0.00	100.0	0.0	0.0	0.0	0.00	0.00	0.00
	200.0	0.00	0.00	200.0	0.0	0.0	0.0	0.00	0.00	0.00
	300.0	0.00	0.00	300.0	0.0	0.0	0.0	0.00	0.00	0.00
	400.0	0.00	0.00	400.0	0.0	0.0	0.0	0.00	0.00	0.00
	500 O	0.00	0.00	500.0	0.0	0.0	0.0	0.00	0.00	0.00
	500.0	0.00	0.00	500.0	0.0	0.0	0.0	0.00	0.00	0.00
	600.0	0.00	0.00	600.0	0.0	0.0	0.0	0.00	0.00	0.00
	700.0	0.00	0.00	700.0	0.0	0.0	0.0	0.00	0.00	0.00
	800.0	0.00	0.00	800.0	0.0	0.0	0.0	0.00	0.00	0.00
	900.0	0.00	0.00	900.0	0.0	0.0	0.0	0.00	0.00	0.00
	1,000.0	0.00	0.00	1,000.0	0.0	0.0	0.0	0.00	0.00	0.00
	1,100.0	0.00	0.00	1,100.0	0.0	0.0	0.0	0.00	0.00	0.00
	1,200.0	0.00	0.00	1,200.0	0.0	0.0	0.0	0.00	0.00	0.00
	1,300.0	0.00	0.00	1,300.0	0.0	0.0	0.0	0.00	0.00	0.00
	1,400.0	0.00	0.00	1,400.0	0.0	0.0	0.0	0.00	0.00	0.00
	1,500.0	0.00	0.00	1,500.0	0.0	0.0	0.0	0.00	0.00	0.00
	1,600.0	0.00	0.00	1,600.0	0.0	0.0	0.0	0.00	0.00	0.00
	1,700.0	0.00	0.00	1,700.0	0.0	0.0	0.0	0.00	0.00	0.00
	1,800.0	0.00	0.00	1,800.0	0.0	0.0	0.0	0.00	0.00	0.00
	1,900.0	0.00	0.00	1,900.0	0.0	0.0	0.0	0.00	0.00	0.00
	2,000.0	0.00	0.00	2,000.0	0.0	0.0	0.0	0.00	0.00	0.00
	2,005.0	0.00	0.00	2,005.0	0.0	0.0	0.0	0.00	0.00	0.00
	GREEN RIVE									
	2,100.0	0.00	0.00	2,100.0	0.0	0.0	0.0	0.00	0.00	0.00
	2,200.0	0.00	0.00	2,200.0	0.0	0.0	0.0	0.00	0.00	0.00
	2,300.0	0.00	0.00	2,300.0	0.0	0.0	0.0	0.00	0.00	0.00
	2,400.0	0.00	0.00	2,400.0	0.0	0.0	0.0	0.00	0.00	0.00
	2,500.0	0.00	0.00	2,500.0	0.0	0.0	0.0	0.00	0.00	0.00
	2,540.0	0.00	0.00	2,540.0	0.0	0.0	0.0	0.00	0.00	0.00
	MAHOGANY			=,0.000						
	2,600.0	0.00	0.00	2,600.0	0.0	0.0	0.0	0.00	0.00	0.00
	2,700.0	0.00	0.00	2,700.0	0.0	0.0	0.0	0.00	0.00	0.00
	,									
	2,800.0	0.00	0.00	2,800.0 2.900.0	0.0	0.0	0.0	0.00	0.00	0.00
	2,900.0	0.00	0.00	,	0.0	0.0	0.0	0.00	0.00	0.00
	3,000.0	0.00	0.00	3,000.0	0.0	0.0	0.0	0.00	0.00	0.00
	3,100.0 3,200.0	0.00 0.00	0.00 0.00	3,100.0 3,200.0	0.0 0.0	0.0 0.0	0.0 0.0	0.00 0.00	0.00 0.00	0.00 0.00
	3,200.0	0.00	0.00	3,200.0	0.0	0.0	0.0	0.00	0.00	0.00
	3,300.0	0.00	0.00	3,300.0	0.0	0.0	0.0	0.00	0.00	0.00
	3,400.0	0.00	0.00	3,400.0	0.0	0.0	0.0	0.00	0.00	0.00
	3,500.0	0.00	0.00	3,500.0	0.0	0.0	0.0	0.00	0.00	0.00
	3,600.0	0.00	0.00	3,600.0	0.0	0.0	0.0	0.00	0.00	0.00
	3,700.0	0.00	0.00	3,700.0	0.0	0.0	0.0	0.00	0.00	0.00
	3,800.0	0.00	0.00	3,800.0	0.0	0.0	0.0	0.00	0.00	0.00
	TGR3	3.00	3.00	-,0.0	3.0	0.0	5.0	2.00	2.00	
	3,900.0	0.00	0.00	3,900.0	0.0	0.0	0.0	0.00	0.00	0.00
	4,000.0	0.00	0.00	4,000.0	0.0	0.0	0.0	0.00	0.00	0.00
	4,100.0	0.00	0.00	4,100.0	0.0	0.0	0.0	0.00	0.00	0.00
	4,200.0	0.00	0.00	4,200.0	0.0	0.0	0.0	0.00	0.00	0.00
	4,300.0		0.00	4,300.0	0.0		0.0	0.00		
	4,300.0 4,400.0	0.00 0.00	0.00	4,300.0 4,400.0	0.0	0.0 0.0	0.0	0.00	0.00 0.00	0.00 0.00
	4,400.0 4,500.0	0.00	0.00	4,400.0 4,500.0	0.0	0.0	0.0	0.00	0.00	0.00
	4,600.0		0.00	4,500.0 4,600.0						
	4,610.0 4,610.0	0.00 0.00	0.00	4,600.0 4,610.0	0.0 0.0	0.0 0.0	0.0 0.0	0.00 0.00	0.00 0.00	0.00 0.00
			0.00	4,010.0	0.0	0.0	0.0	0.00	0.00	0.00
	DOUGLAS CF	(K								

Bill Barrett Corp

Planning Report

Database: Compass

Company: **BILL BARRETT CORP**

Project: DUCHESNE COUNTY, UT (NAD 27) 13H-23-46 LC Tribal Site:

Well: 13H-23-46 LC Tribal Wellbore: 13H-23-46 LC Tribal

Design Design #1 Local Co-ordinate Reference:

TVD Reference: MD Reference: North Reference:

Survey Calculation Method:

Well 13H-23-46 LC Tribal

KB @ 6942.0ft (Original Well Elev) KB @ 6942.0ft (Original Well Elev)

True

Minimum Curvature

Design:	Design #1								
Planned Survey									
Measured Depth (ft)	Inclination (°)	Azimuth (°)	Vertical Depth (ft)	+N/-S (ft)	+E/-W (ft)	Vertical Section (ft)	Dogleg Rate (°/100ft)	Build Rate (°/100ft)	Turn Rate (°/100ft)
4,700.0 4,800.0 4,900.0 4,985.0 3PT MKR	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	4,700.0 4,800.0 4,900.0 4,985.0	0.0 0.0 0.0 0.0	0.0 0.0 0.0 0.0	0.0 0.0 0.0 0.0	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00
5,000.0	0.00	0.00	5,000.0	0.0	0.0	0.0	0.00	0.00	0.00
5,100.0 5,200.0 5,300.0 5,400.0 5,407.5	0.00 0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00 0.00	5,100.0 5,200.0 5,300.0 5,400.0 5,407.5	0.0 0.0 0.0 0.0 0.0	0.0 0.0 0.0 0.0 0.0	0.0 0.0 0.0 0.0 0.0	0.00 0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00 0.00
5,415.0	0.75	267.01	5,415.0	0.0	0.0	0.0	10.00	10.00	0.00
BLACK SHAL 5,500.0 5,600.0 5,623.4	9.25 19.25 21.59	267.01 267.01 267.01	5,499.6 5,596.4 5,618.3	-0.4 -1.7 -2.1	-7.4 -32.0 -40.2	7.5 32.0 40.2	10.00 10.00 10.00	10.00 10.00 10.00	0.00 0.00 0.00
CASTLE PEA									
5,700.0 5,800.0 5,900.0 6,000.0	29.25 39.25 49.25 59.25	267.01 267.01 267.01 267.01	5,687.5 5,770.0 5,841.6 5,899.9	-3.8 -6.7 -10.4 -14.6	-73.0 -129.1 -198.7 -279.6	73.1 129.3 199.0 280.0	10.00 10.00 10.00 10.00	10.00 10.00 10.00 10.00	0.00 0.00 0.00 0.00
6,035.7	62.82	267.01	5,917.2	-16.2	-310.8	311.2	10.00	10.00	0.00
UTELAND BU 6,091.1	68.36	267.01	5,940.1	-18.8	-361.2	361.7	10.00	10.00	0.00
CR 1	00.00	201.01	0,0 .0						0.00
6,100.0 6,200.0 6,201.7 CR 1A BASE	69.25 79.25 79.42	267.01 267.01 267.01	5,943.3 5,970.4 5,970.7	-19.3 -24.3 -24.4	-369.5 -465.5 -467.1	370.0 466.1 467.8	10.00 10.00 10.00	10.00 10.00 10.00	0.00 0.00 0.00
6,300.0	89.25	267.01	5,980.4	-29.5	-564.7	565.5	10.00	10.00	0.00
6,331.1	92.36	267.01	5,980.0	-31.1	-595.7	596.6	10.00	10.00	0.00
6,400.0 6,500.0 6,600.0 6,700.0 6,800.0	92.36 92.36 92.36 92.36 92.36	267.01 267.01 267.01 267.01 267.01	5,977.1 5,973.0 5,968.9 5,964.8 5,960.7	-34.7 -39.9 -45.1 -50.3 -55.5	-664.5 -764.3 -864.0 -963.8 -1,063.6	665.4 765.3 865.2 965.1 1,065.1	0.00 0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00 0.00
6,900.0 7,000.0 7,100.0 7,200.0 7,300.0	92.36 92.36 92.36 92.36 92.36	267.01 267.01 267.01 267.01 267.01	5,956.5 5,952.4 5,948.3 5,944.2 5,940.1	-60.7 -65.9 -71.1 -76.3 -81.5	-1,163.4 -1,263.2 -1,362.9 -1,462.7 -1,562.5	1,165.0 1,264.9 1,364.8 1,464.7 1,564.6	0.00 0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00 0.00
7,400.0 7,500.0 7,600.0 7,700.0 7,800.0	92.36 92.36 92.36 92.36 92.36	267.01 267.01 267.01 267.01 267.01	5,936.0 5,931.8 5,927.7 5,923.6 5,919.5	-86.7 -91.9 -97.1 -102.3 -107.5	-1,662.3 -1,762.1 -1,861.8 -1,961.6 -2,061.4	1,664.5 1,764.5 1,864.4 1,964.3 2,064.2	0.00 0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00 0.00
7,900.0 8,000.0 8,100.0 8,200.0 8,300.0	92.36 92.36 92.36 92.36	267.01 267.01 267.01 267.01 267.01	5,915.4 5,911.2 5,907.1 5,903.0 5,898.9	-112.7 -117.9 -123.1 -128.3 -133.5	-2,161.2 -2,261.0 -2,360.7 -2,460.5 -2,560.3	2,164.1 2,264.0 2,363.9 2,463.9 2,563.8	0.00 0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00 0.00
8,400.0 8,500.0	92.36 92.36	267.01 267.01	5,894.8 5,890.6	-138.7 -144.0	-2,660.1 -2,759.9	2,663.7 2,763.6	0.00 0.00	0.00 0.00	0.00 0.00

DUCHESNE COUNTY, UT (NAD 27)

Bill Barrett Corp

Planning Report

Database: Compass

Project:

Company: BILL BARRETT CORP

 Site:
 13H-23-46 LC Tribal

 Well:
 13H-23-46 LC Tribal

 Wellbore:
 13H-23-46 LC Tribal

 Design:
 Design #1

Local Co-ordinate Reference: TVD Reference: MD Reference: North Reference:

Survey Calculation Method:

Well 13H-23-46 LC Tribal

KB @ 6942.0ft (Original Well Elev) KB @ 6942.0ft (Original Well Elev)

True

Minimum Curvature

ned Survey									
Measured Depth (ft)	Inclination (°)	Azimuth (°)	Vertical Depth (ft)	+N/-S (ft)	+E/-W (ft)	Vertical Section (ft)	Dogleg Rate (°/100ft)	Build Rate (°/100ft)	Turn Rate (°/100ft)
8,600.0	92.36	267.01	5,886.5	-149.2	-2,859.6	2,863.5	0.00	0.00	0.00
8,700.0	92.36	267.01	5,882.4	-154.4	-2,959.4	2,963.4	0.00	0.00	0.00
8,800.0	92.36	267.01	5,878.3	-159.6	-3,059.2	3,063.4	0.00	0.00	0.00
8,900.0	92.36	267.01	5,874.2	-164.8	-3,159.0	3,163.3	0.00	0.00	0.00
9,000.0	92.36	267.01	5,870.1	-170.0	-3,258.8	3,263.2	0.00	0.00	0.00
9,100.0	92.36	267.01	5,865.9	-175.2	-3,358.5	3,363.1	0.00	0.00	0.00
9,200.0	92.36	267.01	5,861.8	-180.4	-3,458.3	3,463.0	0.00	0.00	0.00
9,300.0	92.36	267.01	5,857.7	-185.6	-3,558.1	3,562.9	0.00	0.00	0.00
9,400.0	92.36	267.01	5,853.6	-190.8	-3,657.9	3,662.8	0.00	0.00	0.00
9,487.0	0.00	0.00	5,850.0	-195.3	-3,744.6	3,749.7	106.20	-106.20	0.00

Formations							
	Measured Depth (ft)	Vertical Depth (ft)	Name	Lithology	Dip (°)	Dip Direction (°)	
	2,005.0	2,005.0	GREEN RIVER		-2.36	267.01	
	2,540.0	2,540.0	MAHOGANY		-2.36	267.01	
	3,800.0	3,800.0	TGR3		-2.36	267.01	
	4,610.0	4,610.0	DOUGLAS CRK		-2.36	267.01	
	4,985.0	4,985.0	3PT MKR		-2.36	267.01	
	5,415.0	5,415.0	BLACK SHALE FACIES		-2.36	267.01	
	5,623.4	5,620.0	CASTLE PEAK		-2.36	267.01	
	6,035.7	5,930.0	UTELAND BUTTE		-2.36	267.01	
	6,091.1	5,955.0	CR 1		-2.36	267.01	
	6,201.7	5,990.0	CR 1A BASE		-2.36	267.01	

EASEMENT LEASE AGREEMENT BILL BARRETT CORPORATION'S PHASE 9 DEVELOPMENT

70 1598

LC Tribal #13H-26-46 and #16-26D-46 Wellsite and Access Road
LC Tribal #13H-23-46 and #16-23D-46 Wellsite, Access Road, and Pipeline Corridor
LC Tribal #16H-27-46 Wellsite, Access Road, and Pipeline Corridor
LC Tribal #13H-34-46 and #16-34D-46 Wellsite, Access Road, and Pipeline Corridor
LC Tribal #15-24D-46 Access Road and Pipeline Corridors
LC Tribal #4H-22-46 Access Road and Pipeline Corridors
#16-25D-37 BTR Access Road, Pipeline, and Powerline Corridors

AVINTAQUIN WILDLIFE MANAGEMENT AREA RABBIT GULCH UNIT OF TABBY MOUNTAIN WILDLIFE MANAGEMENT AREA

UDWR Easement Lease No. <u>DUCH-1110EA-0232</u>

THIS NON-EXCLUSIVE EASEMENT LEASE AGREEMENT ("Agreement") is made by and between the Utah Division of Wildlife Resources whose address is 1594 West North Temple, Suite 2110, Salt Lake City, Utah 84114-6301 (hereafter "Surface Owner") and Bill Barrett Corporation, whose address is 1099 18th Street, Suite 2300, Denver, Colorado 80202 (hereafter "Lessee"). Surface Owner and Lessee are collectively referred to as "the Parties". "Easement Lease" means the lease of an easement or right-of-way, for which the purpose, specific use, rights granted, location, term, fees, and other conditions are set forth herein.

EXHIBITS

- A.1 Legal Descriptions of Wellsite Perimeter and Access Road for LC Tribal #13H-26-46 and #16-26D-46 Wellsite
- A.2 Depictions of Wellsite, Access Road, and Pipeline Corridor for LC Tribal #13H-26-46 and #16-26D-46 Wellsite
- B.1 Legal Description of Wellsite Perimeter and Access Road and Pipeline Corridor Centerlines for LC Tribal #13H-23-46 and #16-23D-46 Wellsite
- B.2 Depictions of Wellsite, Access Road, and Pipeline Corridor for LC Tribal #13H-23-46 and #16-23D-46 Wellsite
- C.1 Legal Descriptions of Wellsite Perimeter and Access Road and Pipeline Corridor Centerlines for LC Tribal #16H-27-46 Wellsite
- C.2 Depictions of Wellsite, Access Road, and Pipeline Corridor for LC Tribal #16H-27-46 Wellsite
- D.1 Legal Descriptions of Wellsite Perimeter and Access Road and Pipeline Corridor Centerlines for LC Tribal #13H-34-46 and #16-34D-46 Wellsite
- D.2 Depictions of Wellsite, Access Road, and Pipeline Corridor for LC Tribal #13H-34-46 and #16-34D-46 Wellsite
- E.1 Legal Descriptions of Access Road and Pipeline Corridor Centerlines for LC Tribal #15-24D-46 Wellsite
- E.2 Depictions of Access Road and Pipeline Corridor for LC Tribal #15-24D-46 Wellsite
- F.1 Legal Descriptions of Access Road and Pipeline Corridor Centerlines for LC Tribal #4H-22-46 Wellsite
- F.2 Depictions of Access Road and Pipeline Corridors LC Tribal #4H-22-46 Wellsite
- G.1 Legal Descriptions of Access Road, Pipeline, and Powerline Corridor Centerlines for #16-25D-37 BTR Wellsite
- G.2 Depictions of Access Road, Pipeline, and Powerline Corridors for #16-25D-37 BTR Wellsite
- H Surface Use and Reclamation Plan for Lessee's Phase 9 Development Program, Lake Canyon and Tabby Mountain Areas, Duchesne County, Utah
- I Reclamation Performance Bond Number LPM9062886

SECTION 1 GRANT AND LOCATION OF EASEMENT

- Burdened Property. Surface Owner owns certain real property known to Surface Owner 1.1 as the Rabbit Gulch Unit of the Tabby Mountain Wildlife Management Area ("WMA"). Surface Owner represents that its purposes and uses of owning said WMA is to provide important habitat for wildlife, and to provide wildlife-based recreation for the general public. Surface Owner grants and conveys to Lessee a nonexclusive easement lease ("Easement") for four wellsites ("Wellsites" or "Damage Areas") and supporting access roads, pipelines, and powerline corridors associated with those wellsites and for access roads, pipelines, and powerline corridors associated with wellsites on lands adjacent to the WMA specifically identified herein. The legal descriptions of the wellsite perimeter and the access road, pipeline, and powerline corridors, whichever the case may be, of the portions of the WMA to which Lessee is hereby granted an Easement are set forth in Exhibits A.1, B.1, C.1, D.1, E.1, F.1, and G.1, said property hereafter referred to as "Burdened Property" and approximately depicted in Exhibits A.2, B.2, C.2, D.2, E.2, F.2, and G.2. Lessee shall have a 50-foot wide easement, 25 feet on either side of the pipeline and access road centerlines described respectively in Exhibits A.1, B.1, C.1, D.1, E.1, F.1, and G.1 during the construction of the respective access roads and pipelines, thereafter to be reduced to a 30-foot width, 15 feet on either side of the respective centerlines. Lessee shall have a 150-foot wide easement, 75 feet on either side of the powerline corridor centerline.
- 1.2 Right of Third Parties. This Easement is subject to all valid interests of third parties. Surface Owner claims title in fee simple, but does not warrant to Lessee the validity of title to the Burdened Property. Lessee shall have no claim for damages or refund against Surface Owner for any claimed failure or deficiency of Surface Owner's title to said lands, or for interference by any third party.
- 1.3 Surveys, Maps, and Plans. In executing this Agreement, Surface Owner is relying upon the surveys, plats, diagrams, and/or legal descriptions provided by Lessee. Lessee is not relying upon, and Surface Owner is not making any representations about any surveys, plats, diagrams, and/or legal descriptions provided by Surface Owner.
- 1.4 Headings. The Headings in this Agreement are for convenience only and are not intended to, and shall not be construed to, limit, enlarge, or affect the scope or intent of this Easement nor the meaning of any of its provisions.

SECTION 2 PURPOSE AND SCOPE OF EASEMENT

- 2.1 Purpose. This Easement is granted for the purpose of ingress and egress for the construction, installation, operation, maintenance, repair, and replacement as necessary of drill pads, pipelines, access roads, and powerlines, subject to and in accordance with the restrictions and conditions set forth herein, in support of Lessee's oil and gas operations on the Burdened Property, and for no other purpose. Lessee agrees that it shall not remove from Surface Owner's property ordinary sand and gravel or wood products of any kind without the appropriate permit or other written authorization from Surface Owner. Any unauthorized use of the Burdened Property shall be considered a material breach of this Agreement.
- 2.2 Number and Kind of Infrastructure. Under this Agreement, Lessee shall have the right to construct, maintain and repair up to three buried pipelines, not to exceed Thirteen (13) inches in diameter, within each pipeline easement corridors described in Exhibits A.1, B.1, C.1, D.1, E.1, F.1 and G.1. No other difference in the number, kind, or size of permanent structures to be constructed on the Burdened Property shall be allowed from that set forth in this Agreement, except production facilities, storage tanks, and such equipment deemed necessary by Lessee for the production of the wells located on the Burdened Property, said production facilities, storage tanks, and such equipment to be located on the Damage Areas. Paving of any road is expressly prohibited.

- 2.3 Raptor-Safe Construction. Power lines shall be raptor safe to ensure compliance with the Migratory Bird Treaty Act. Important design components for raptor protection shall include providing adequate separation between conductors and/or grounded hardware, or insulating hardware or conductors against simultaneous contact if such separation is not possible. Perch guards may also be used to prevent larger raptors from landing on the power poles. Specific guidelines are provided the Avian Power Line Interaction Committee's publications, "Mitigating Bird Collisions with Power Lines: The State of the Art in 1994," and, "Suggested Practices for Raptor Protection on Power Lines: The State of the Art in 2006," prepared for the Edison Electric Institute/Raptor Research Foundation, Washington, D.C. In addition, "The Avian Protection Plan Guidelines" (2005) provides a useful toolbox of measures to mitigate the impacts of power lines on raptors. These documents are available at http://www.aplic.org.
- **2.4 Exclusivity.** It is expressly understood and agreed that the right herein granted is non-exclusive. Surface Owner hereby reserves the right to issue other non-exclusive easements, leases, or permits on or across the Burdened Property where such uses are appropriate and compatible, or dispose of the property by sale or exchange.
- **2.5 Permittees.** Lessee may permit its respective employees, agents, contractors, licensees, herein individually referred to as "Permittee" and collectively referred to as "Permittees", to exercise the rights granted herein. Acts or omissions of the Permittees operating under this Easement shall be deemed an act of Lessee.

2.6 Seasonal Restrictions.

- (a) Lessee shall not engage in construction activities on the Burdened Property including and between the dates of November 30 to April 15 ("Seasonal Closure").. Lessee shall have the right to enter the Burdened Property during Seasonal Closure for service, maintenance and repair of its production facilities and the wells to the extent that such service, maintenance and repair could not have reasonably been anticipated or could not reasonably be scheduled for dates outside Seasonal Closure.
- (b) Lessee shall have the right to enter the Burdened Property at any time for emergency activities to prevent environmental damage. Lessee shall notify Surface Owner of such emergency activities in accordance with Section 5 of this Agreement.
- (c) The Parties agree that, except for emergency activities described in Subsection 2.5(b), should activities for major construction or major maintenance or repair projects during Seasonal Closure be desired by Lessee, the Parties shall consult in good faith to determine how such activities might be accomplished without undue harm to wildlife.
- (d) The Parties agree that should extraordinary circumstances arise, including extraordinarily inclement weather, during Seasonal Closure wherein activities permitted under this Agreement would result in significant harm or stress to or for wildlife, the Parties shall consult in good faith to determine how that significant harm or stress might be avoided.
- (e) The Parties agree that should information pertaining to wildlife or vegetation become known to either one or both the Parties, and which would be useful in preventing harm to wildlife or vegetation, the Parties shall consult in good faith to determine how activities allowed under this Agreement might be modified, to the extent the Parties might agree at that time.
- (f) As described in Section 5 of this Agreement, Lessee shall notify Surface Owner of Lessee's activities in some circumstances.

SECTION 3 TERM AND RENEWAL

3.1 Term Defined. The term of this Easement is thirty (30) years ("Term"), commencing on the date of the last signature affixed to this Agreement, unless earlier terminated, subject to the terms and conditions set forth in this Agreement, and any valid and exiting rights.

3.2 Renewal of the Easement. Lessee shall have the option to renew this Easement and Lessee may exercise this option by providing written notice of its election to renew at any time within six (6) months but not later than (30) days prior to the Termination Date of the Initial Term of this Easement. Lessee shall not be entitled to renew if it is in default under the terms of this Easement or other agreement with Surface Owner at the time the option to renew is exercised. The terms and conditions of any renewal Term shall be renegotiated under the conditions, rules and laws in effect at the time of renewal. The Parties shall have sixty (60) days to come to agreement on the conditions and value of the easement after Surface Owner's receipt of Lessee's notice of intent to renew. After the aforementioned six-month period, Lessee's option to renew shall be null and void and the Easement shall terminate at the conclusion of this Agreement's Term.

SECTION 4 RENT/PAYMENTS

All payments are final. There shall be no pro-rata reimbursement of any payments hereunder should the Easement outlined under this Agreement terminate before its Term has lapsed.

- 4.1 Rental Payment. Lessee shall pay a single use payment for the initial Term in the amount of Forty-Five Thousand Two Hundred Four and Thirty-Nine One Hundredths Dollars (\$45,204.39) (\$42,266.13 in Right-of-Way fees, plus \$2,938.26 in Administrative Cost Recovery). Payment is due when Lessee returns this Agreement to Surface Owner appropriately signed and notarized. Surface Owner shall be entitled to additional compensation for any additional Use or User outside the scope of this Easement. Use or User shall not be construed to include affiliates or joint venturers of Lessee so long as the Use or User remains within the scope of this Easement. For purposes of this Agreement,
 - (a) "affiliate" means any entity under common control with Lessee, or under control of Lessee. Control for purposes of this Agreement means 80% or more of the voting interests of the entity being held by the controlling entity.
 - (b) "joint venturer" means a party to an operating agreement, including pooled parties pursuant to state regulations, with respect to a Wellsite serviced by infrastructure located on the Burdened Property.
- **4.2 Administrative Costs.** In approving a request to apportion, assign, or transfer an interest in this Easement, Surface Owner shall be entitled to charge for administrative costs for approving the transfer.
- **Non-Waiver.** Surface Owner's acceptance of a payment shall not be construed to be a waiver of any preceding or existing breach other than the failure to pay the particular payment that was accepted.

SECTION 5 NOTIFICATION OF ACTIVITIES

- All notifications shall reference the Easement number and the location of Lessee's activity. Notification of activities covered under this Section shall be in writing, which may include email, and be deemed sufficient if made solely to Surface Owner's Northeastern Region Habitat Manager or Petroleum Biologist. The respective time periods required between notification and commencement of activities covered under this Section may be waived in writing, which may include email, by Surface Owner's Northeastern Region Supervisor, Habitat Manager or Petroleum Biologist.
- **5.2** Lessee shall notify Surface Owner:

- (a) at least Twenty-Four (24) hours prior to any major repair contemplated in Subsection 2.5(a) of Lessee's facilities during Seasonal Closure, if such repair requires the use of heavy equipment such as backhoes or other mechanized earth-moving equipment, heavy boom trucks, or cranes.
- (b) within five (5) business days after the start of emergency activities during Seasonal Closure, said activities contemplated in Subsection 2.5(b).
- 5.3 Regardless of Seasonal Closure restrictions, Lessee shall notify Surface Owner at least three (3) days prior to excavation of any previously reclaimed site, except in cases where such excavation takes place as a result of emergency activities contemplated in Subsection 2.5(b), in which case notification shall take place within five (5) days after the start of emergency activities.
- 5.4 Should future conditions be such that Surface Owner determines there is little wildlife-monitoring value facilitated by Lessee's prior notification, the Parties may amend this Agreement and terminate the prior notification requirements of this Section, to the extent the Parties may mutually agree in writing at the time.

SECTION 6 CONSTRUCTION, MAINTENANCE AND REPAIR OF EASEMENT AND IMPROVEMENTS AND TRADE FIXTURES

- 6.1 Lessee's Activities. Lessee shall conduct its construction, maintenance and repair operations in accordance with the Surface Use and Reclamation Plan attached as Exhibit H; however, should any provisions of the Surface Use and Reclamation Plan conflict with any provision set forth in the body of this Agreement, the provision in the body of this Agreement shall govern. Lessee shall promptly repair, at its sole cost, all damages to the Burdened Property, and to any improvements, or natural resources such as soil or vegetation resources, thereon which are caused by Lessee's activities. Lessee shall take all reasonable precautions to protect the Burdened Property and any improvements thereon. Any damage to natural resources which are excessive or unnecessary shall be paid to Surface Owner at a price or cost determined by bids or estimates of the cost of repair. All work performed by Lessee shall be completed in a careful and workman-like manner to Surface Owner's satisfaction, free of any claims or liens. Upon completion of any work performed by Lessee, Lessee shall remove all debris and restore the Burdened Property, as nearly as practicable, to the condition it was in prior to commencement of the work. Lessee shall notify Surface Owner in writing within five (5) days after completion of work, to allow Surface Owner to inspect the work.
- 6.2 Waste. Lessee shall commit no waste on the Burdened Property and will make reasonable efforts to keep the property clean. Lessee shall not cause any filling activity on the Burdened Property. This prohibition includes any deposit of rock, earth, ballast, refuse, garbage, waste matter (including chemical, biological or toxic wastes), hydrocarbons, any other pollutants, or other matter in or on the Burdened Property, except as provided under this Agreement or approved in writing by Surface Owner. Ordinary waste committed by third parties on the Burdened Property shall be removed by Lessee, at Lessee's cost. If Lessee fails to comply with this Subsection, Surface Owner may take any steps reasonably necessary to remedy such failure, subject to the notice and right to cure provisions of Section 11. Upon demand by Surface Owner, Lessee shall pay all costs of such remedial action, including, but not limited to the costs of removing and disposing of any material deposited improperly on the Burdened Property. This section shall not in any way limit Lessee's liability under Section 9 below.
- **6.3 Weed Control.** Lessee shall monitor the Burdened Property for noxious weeds, and shall promptly eradicate, at Lessee's own cost, all noxious weeds on the Burdened Property. Lessee shall also control at its own cost any infestation that has spread beyond the boundaries of the Burdened Property if such infestation is reasonably deemed by Surface Owner to have originated on, and spread from, the Burdened Property as evidenced by

weed colonization on the Burdened Property and patterns of weed colonization local to the Burdened Property. Such weed control shall comply with the Utah Noxious Weed Act, any Administrative Rules promulgated therefrom, and County noxious weed control programs. Lessee shall consult with Surface Owner regarding Lessee's control of noxious weeds on the Burdened Property. All methods of chemical weed control shall require prior review and approval of Surface Owner prior to Lessee implementing said chemical control. No aerial spraying without prior approval by Surface Owner is permitted. All earth-moving equipment shall be thoroughly cleaned of soil and other materials that may harbor noxious weed seeds prior to being moved onto Surface Owner's property. If Lessee fails to take action to control noxious weeds within five (5) days following notice from Surface Owner, Surface Owner may undertake control measures, and Lessee shall reimburse Surface Owner upon demand for all costs incurred in implementing such measures. Lessee will continue to be responsible for noxious weed control on the Burdened Property after termination of the Easement until Surface Owner is satisfied with the results and has in written notification released Lessee from its weed control obligations, which notification shall not be unreasonably withheld.

- 6.4 Installation Specifications. Where improvements are buried, they shall be buried at a minimum depth of three (3) feet below the surface of the Burdened Property. For installations within roadways, the improvements shall be buried at a minimum depth of three (3) feet below the road surface or three (3) feet below the bottom of the ditch, whichever applies. Surface Owner reserves the right to inspect the open trench during construction to ensure compliance with the installation specifications.
- 6.5 Pre-construction. Forty-Eight (48) hours prior to commencement of the activities associated with installation of the facilities within the Easement granted herein, Lessee shall notify Surface Owner's Appropriate Regional Habitat Manager to advise of the activities that will occur and an estimated time frame for said activities as depicted on the relevant Exhibit describing said construction on the Burdened Property. Thirty (30) days prior to any subsequent construction or reconstruction by Lessee on the Burdened Property, Lessee shall submit a written plan of construction to Surface Owner's Appropriate Regional Habitat Manager outlining the construction or activity for Surface Owner's approval. During the course of construction, operations, or maintenance, Lessee shall minimize soil erosion and damage to soil. Lessee will not remove any timber or other valuable materials, including, but not limited to, those materials identified or sold as valuable materials, from the Burdened Property until Lessee has received the appropriate permits or other written approval from Surface Owner to remove such valuable materials and has made provisions to compensate Surface Owner for the value of the valuable materials.
- **Road Maintenance.** Maintenance is defined as work normally necessary to preserve and keep the road in satisfactory and functional repair.
 - (a) Lessee herein is responsible for maintaining any roads and access gates on Surface Owner's property used in conjunction with this Agreement; however, the cost of performance of road maintenance and resurfacing shall be allocated on the basis of respective users of said roads. Where one or more authorized party(ies) uses a road, or portion thereof, those parties shall perform or cause to be performed, or contribute or cause to be contributed, that share of maintenance and resurfacing occasioned by such use as hereinafter provided. During periods when a road is being used solely by one party, such party shall maintain that portion of said road so used to the standards equal to or better than those existing at the time use is commenced; provided Surface Owner reserves the right to make reasonable regulations concerning priority of use and maintenance of said roads by it and others.
 - (b) During periods when more than one party is using the same road, or any portion thereof, the parties hereto shall meet and establish necessary maintenance provisions. Such provisions shall include, but shall not be limited to:
 - (1) The appointment of a maintainer, which may be one of the Parties hereto

or any third party, who will perform or cause to be performed at a reasonable and agreed upon rate the maintenance and resurfacing of the road or the portion thereof being used; and

- (2) A method of payment by which each party using said road or a portion thereof, shall pay its pro rata share of the cost incurred by said maintainer in maintaining or surfacing said road or portion thereof.
- **Road Repair**. Lessee shall repair or cause to be repaired at its sole cost and expense that damage to roads used under this Easement in excess of that caused by normal and prudent usage of said roads. Should damage be caused by an unauthorized user, the cost of repair shall be treated as ordinary maintenance and handled as set forth above. Lessee may add or replace gravel on road surfaces on the Burdened Property, but shall not pave any portion of the road without Surface Owner's written consent.
- **Road Restoration.** If Lessee fouls the surfacing by dragging earth from sides or other sources across the road and onto the surface portion of the road, Lessee shall resurface that portion so affected at its sole cost and expense. Where the Easement crosses existing roads, Lessee shall restore roads as near as practicable to their original condition, if any damage occurs to those roads during Lessee's use of this Easement.
- **Road Improvements.** Unless the Parties agree in writing to share the cost of improvements, improvements shall be at the sole expense of the improver.
- **Road Relocation.** Surface Owner may request the relocation of a road in order to protect wildlife, soil, or vegetation resources or minimize damage thereto, so long as the new location does not unreasonably interfere with Lessee's rights herein. The costs of such relocation shall be divided as negotiated and agreed by the Parties.
- **Resource Damage**. Lessee shall take all reasonable precautions to protect Surface Owner-owned crops and trees. Lessee shall report to Surface Owner any visible resource damage, illegal dumping, or any other change in condition on the Burdened Property that is observed from Lessee's observations of the Easement.

SECTION 7 INTERFERENCE

Lessee shall exercise its rights under this Agreement so as not to unreasonably interfere with Surface Owner's use of the Burdened Property or with the public's ability to use Surface Owner's lands for purposes of lawful recreation, except during periods of construction of Lessee's facilities. Any improvements and trade fixtures constructed by Lessee on the Burdened Property shall be placed and constructed so as to allow reasonably unobstructed movement over and across the Burdened Property.

SECTION 8 COMPLIANCE WITH LAWS

Lessee shall comply with all applicable laws, including all Surface Owner's rules and regulations, and state, county and municipal laws, ordinances, or regulations in effect. Lessee shall obtain and be in possession of all permits and licenses required for the authorized use of the Easement and shall provide proof of such permits/licenses upon request by Surface Owner.

SECTION 9 ENVIRONMENTAL LIABILITY/RISK ALLOCATION

9.1 Definition. "Hazardous Substance" means any substance which now or in the future becomes regulated or defined under any federal, state, or local statute, ordinance, rule, regulation, or other law relating to human health, environmental protection,

contamination or cleanup, including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), 42 U.S.C. 9601, et seq.

9.2 Use of Hazardous Substances. Lessee covenants and agrees that Hazardous Substances will not be used, stored, generated, processed, transported, handled, released, or disposed of in, on, under, or above the Burdened Property, except in accordance with all applicable local, state, and federal laws.

9.3 Current Conditions, Duty of Utmost Care, and Duty to Investigate.

- (a) Surface Owner makes no representation about the condition of the Burdened Property. Hazardous Substances may exist in, on, under, or above the Burdened Property.
- (b) Lessee shall exercise the utmost care with respect to both Hazardous Substances in, on, under, or above the Burdened Property, and any Hazardous Substances that come to be located in, on, under or above the Burdened Property during the Term of this Agreement, along with the reasonably foreseeable acts or omissions of third parties affecting those Hazardous Substances, and the reasonably foreseeable consequences of those acts or omissions. The obligation to exercise utmost care under this Subsection 9.3 includes, but is not limited to, the following requirements:
 - (1) Lessee shall not undertake activities that will cause, contribute to, or exacerbate contamination of the Burdened Property;
 - (2) Lessee shall not undertake activities that damage or interfere with the operation of remedial or restoration activities on the Burdened Property;
 - (3) Lessee shall not undertake any activities that result in the mechanical or chemical disturbance of Burdened Property habitat mitigation, except as reasonably necessary for Lessee's use and occupancy of the Burdened Property, and in such instances will notify Surface Owner prior to undertaking such activities; and
 - (4) Lessee shall allow access to the Burdened Property by employees and authorized agents of the Environmental Protection Agency, the State of Utah or other similar environmental agencies.
- (c) It shall be Lessee's obligation to gather sufficient information to its satisfaction concerning the Burdened Property and the existence, scope and location of any Hazardous Substances on the Burdened Property, or on adjoining property (to the extent reasonably discoverable or ascertainable), as required for Lessee to effectively meet its obligations to comply with all applicable laws regarding such Hazardous Substances.

9.4 Notification and Reporting.

- (a) Lessee shall immediately notify Surface Owner if Lessee becomes aware of any of the following:
 - (1) A release or threatened release of Hazardous Substances in, on, under or above the Burdened Property, any adjoining property, or any other property subject to use by Lessee in conjunction with its use of the Burdened Property;
 - (2) Any actual or alleged violation of any federal, state, or local statute, ordinance, rule, regulation, or other law pertaining to Hazardous Substances with respect to the Burdened Property, any adjoining property, or any other property subject to use by Lessee in conjunction with its use of the Burdened Property, in the event Lessee observes or is notified of such violations;
 - (3) Any lien or action with respect to any of the foregoing; or

- (4) Any notification from the U.S. Environmental Protection Agency (EPA) or the State of Utah that remediation or removal of Hazardous Substances is or may be required at the Burdened Property.
- (b) Lessee shall, at Surface Owner's request, provide Surface Owner with copies of all reports, studies, or audits which pertain to the Burdened Property, and which are or were prepared by or for Lessee and submitted to any federal, state, or local authorities as required by any federal, state, or local permit, license, or law. These reports or permits may include, but are not limited to, any National or State Pollution Discharge Elimination System Permit, any Army Corps of Engineers permit, any Hydraulics Project Approval or any Water Quality Certification.
- 9.5 Indemnification. Lessee shall fully indemnify, defend, and hold Surface Owner, its director, managers, employees and agents harmless from and against any and all claims, demands, damages, damages to natural resources such as soil, water, vegetation, and wildlife, response costs, remedial costs, cleanup costs, losses, liens, liabilities, penalties, fines, lawsuits, other proceedings, costs, and expenses (including attorney's fees and disbursements), that arise out of or are in any way related to:
 - (a) The use, storage, generation, processing, transportation, handling, or disposal of any Hazardous Substance by Lessee, its contractors, agents, employees, guests, invitees, or affiliates in, on, under, or above the Burdened Property, any adjoining property, or any other property subject to use by Lessee in conjunction with its use of the Burdened Property, during the term of this Easement or during any time when Lessee occupies or occupied the Property.
 - (b) The release or threatened release of any Hazardous Substance in, on, under, or above the Burdened Property, any adjoining property, or any other property subject to use by Lessee in conjunction with its use of the Burdened Property, which release or threatened release occurs or occurred during the term of this Easement or during any time when Lessee occupies or occupied the Burdened Property or any such other property and as a result of:
 - (1) Any act or omission of Lessee, its contractors, agents, employees, guests, invitees, or affiliates; or
 - (2) Any reasonably foreseeable act or omission of a third party unless Lessee exercised the utmost care with respect to the reasonably foreseeable acts or omissions of the third party and the reasonably foreseeable consequences of those acts or omissions.
 - (c) A breach of the obligations of Subsection 9.3, above, by Lessee, its contractors, agents, employees, guests, invitees, or affiliates.
- 9.6 Cleanup. If a release of Hazardous Substances occurs in, on, under, or above the Burdened Property or other Surface Owner-owned property arising out of any action, inaction, or event described or referred to in Subsection 9.5 above, Lessee shall, at its sole expense, promptly take all actions necessary or advisable to clean up the Hazardous Substances. Cleanup actions shall include, without limitation, resource restoration, mitigation, removal, containment and remedial actions and shall be performed in accordance with all applicable laws, rules, ordinances, and permits. Lessee's obligation to undertake a cleanup of the Burdened Property under this Subsection 9.6 shall be limited to those instances where the Hazardous Substances exist in amounts that exceed the threshold limits of any applicable federal, state and local regulatory cleanup standards, or where it is determined that there will be continuing damages to natural resources in the absence of a cleanup action. Lessee shall also be solely responsible for all cleanup, administrative, and enforcement costs of governmental agencies, including natural resource damage claims arising out of any action, inaction, or event described or referred to in Subsection 9.5, above. Lessee may take reasonable and appropriate actions without advance approval in emergency situations.

9.7 Sampling by Surface Owner, Reimbursement, and Split Samples.

- (a) Surface Owner may conduct sampling, tests, audits, surveys or investigations ("Tests") of the Burdened Property at any time to determine the existence, scope, or effects of Hazardous Substances on the Burdened Property, any adjoining property, or any other property subject to use by Lessee in conjunction with its use of the Burdened Property. If such Tests indicate the existence, release or threatened release of Hazardous Substances arising out of any action, inaction, or event described or referred to in Subsection 9.5, above, Lessee shall promptly reimburse Surface Owner for all costs associated with such Tests.
- (b) Surface Owner's ability to seek reimbursement for any Tests under this Subsection shall be conditioned upon Surface Owner providing Lessee written notice of its intent to conduct any Tests at least thirty (30) calendar days prior to undertaking such Tests, unless such Tests are performed in response to an emergency situation, in which case Surface Owner shall only be required to give such notice as is reasonably practical.
- (c) Lessee shall be entitled to split samples of any Test samples obtained by Surface Owner. The additional cost of any split samples shall be borne solely by Lessee. Any additional costs Surface Owner incurs by virtue of Lessee's split sampling shall be reimbursed to Surface Owner within thirty (30) calendar days after a bill for such costs is sent to Lessee.

9.8 Contamination Investigation.

- If Surface Owner has reason to believe that a release or threatened release of Hazardous Substances has occurred on the Burdened Property during Lessee's occupancy, Surface Owner may require Lessee to conduct a Closeout Environmental Assessment (Closeout Assessment) by providing Lessee with written notice of this requirement no later than ninety (90) calendar days prior to the Easement termination date, or within ninety (90) days of any valid notice to terminate the easement earlier than originally agreed. The purpose of the Closeout Assessment shall be to determine the existence, scope, or effects of any Hazardous Substances on the Burdened Property and any associated natural resources. If the initial results of the Closeout Assessment disclose the existence of Hazardous Substances that may have migrated to other property, Surface Owner may require additional Closeout Assessment work to determine the existence, scope, and effect of any Hazardous Substances on adjoining property, any other property subject to use by Lessee in conjunction with its use of the Burdened Property, or on any associated natural resources. The Closeout Assessment may include Sediment Sampling as well as any additional testing requirements Surface Owner may require based on changes in scientific, statutory, or regulatory standards for information concerning the activities of Lessee, its contractors, agents, employees, guests, invitees, or affiliates.
- (b) Prior to undertaking the Closeout Assessment, Lessee shall submit a proposed plan in writing for Surface Owner's approval. The plan shall be provided to Surface Owner within thirty (30) days of Surface Owner's notice requiring the Closeout Assessment. If Surface Owner fails to respond in writing, either approving or disapproving of the proposed plan, within thirty (30) days of its receipt, the proposed plan shall be deemed approved. Lessee shall be responsible for all costs required to complete planning, sampling, analyzing, and reporting associated with the Closeout Assessment.
- 9.9 Reservation of Rights. The Parties have agreed to allocate certain environmental liabilities by the terms of Section 9. With respect to those environmental liabilities covered by the indemnification provisions of Subsection 9.5, that subsection shall exclusively govern the allocation of those liabilities. With respect to any environmental liabilities not covered by Subsection 9.5, the Parties expressly reserve and do not waive or relinquish any rights, claims, immunities, causes of action or defenses relating to the presence, release, or threatened release of Hazardous Substances in, on, under or above the Burdened Property, any adjoining property or any other property subject to use by Lessee in conjunction with its use of the Burdened Property that either Party may have

against the other under federal, state or local laws, including but not limited to, CERLCA, MTCA, and the common law. No right, claim, immunity, or defense either party may have against third parties is affected by this Easement and the Parties expressly reserve all such rights, claims, immunities, and defenses. The allocations of risks, liabilities, and responsibilities set forth above do not release Lessee from or affect Lessee's liability for claims or actions by federal, state, or local regulatory agencies concerning Hazardous Substances.

9.10 Impacts to Wildlife. Lessee, its employees, contractors, successors and assigns shall make reasonable and good faith efforts to protect any legally protected wildlife to the best of their knowledge and ability. Lessee shall report to Surface Owner any harm or threats to harm or harass any legally protected wildlife should Lessee become aware of such harm or threats to harm or harass legally protected wildlife in the ordinary course of its operations on the Burdened Property.

SECTION 10 PRESERVATION OF SURVEY CORNERS

Lessee shall exercise reasonable care to ensure that all legal land subdivision survey corners and witness objects are preserved. If any survey corners or witness objects are destroyed or disturbed by Lessee, Lessee shall reestablish them by a registered professional engineer or licensed land surveyor in accordance with US General Land Office standards, at Lessee's own expense. Corners and/or witness objects that must necessarily be disturbed or destroyed in the process of construction of improvements and trade fixtures must be adequately referenced and/or replaced in accordance with all applicable laws and regulations in force at the time. The references must be approved by Surface Owner prior to removal of the survey corners and/or witness objects.

SECTION 11 TERMINATION OF EASEMENT

11.1 Termination for Cause. This Easement shall terminate if Lessee receives notice from Surface Owner that Lessee is in material breach of this Easement and Lessee fails to cure that breach within ninety (90) days of Surface Owner's notice, or such longer period as may be required under the circumstances as approved by Surface Owner. If the breaching party fails to correct such breach or fails to diligently undertake efforts to cure such breach within such period, Surface Owner may terminate this Easement without further notice; provided, however, such termination shall not release the breaching party from liability for damage prior to such termination. In addition to terminating this Easement, Surface Owner shall have any other remedy available to it. Surface Owner's failure to exercise its right to terminate at any time shall not waive Surface Owner's right to terminate for any future breach.

11.2 Termination for Non-Use.

- (a) Lessee shall submit to Surface Owner a summary report of Lessee's use of the Easement within thirty (30) days of the first anniversary of this Agreement, and an annual report thereafter, along with a fee of One Hundred Dollars (\$100) for Surface Owner's administration of this Easement; Surface Owner reserves the right to recoup from Lessee additional reasonable administrative costs if Surface Owner's costs are significantly in excess of One Hundred Dollars (\$100).
- (b) Any portion of the Easement that is determined to be unused or abandoned pursuant to this paragraph shall terminate. Lessee shall upon request of Surface Owner execute a release of interest in the portion abandoned under the provisions of this Section. Under the non-use clause, Lessee shall be responsible for surface reclamation and restoration of the Burdened Property in accordance with Section 12 of this Agreement. Any portion of this Easement that is so described by the following conditions shall be deemed to be unused and abandoned:

- (1) Within 365 days of the date of execution of this Agreement, Lessee fails to commence construction and installation of the infrastructure authorized under this Easement, unless otherwise waived by Surface Owner in writing;
- (2) Within two (2) years of the date of execution of this Agreement, Lessee does not obtain production of oil or gas from Lessee's oil and gas interests which relate to the Burdened Property, unless otherwise waived by Surface Owner in writing; or
- (3) If after establishing production, Lessee suspends production or operations for the drilling or reworking of a well on Lessee's oil and gas interests for a period longer than thirty-six (36) consecutive months, unless otherwise waived by Surface Owner in writing.
- 11.3 Voluntary Termination. This Easement may also terminate as to all or part of the Burdened Property if Lessee has satisfied its outstanding obligations as to the part to be relinquished, provides Surface Owner with sixty (60) days written notice of its intent to terminate, and executes a release of interest to the portion terminated in recordable form. Lessee shall not be entitled to a refund for any relinquishment.
- 11.4 Lessee's Obligations. Lessee obligations not fully performed upon termination shall continue until fully performed.

SECTION 12. RECLAMATION

- **12.1 Timing.** As soon as practicable, following the construction of improvements and trade fixtures, or termination of the Easement, all disturbed land, other than access road driving surfaces for those portions of the Easement not terminated, will be recontoured to the approximate natural contours.
- **Soil**. During construction of access roads, pipelines, and powerlines, any and all topsoil moved or removed will be stockpiled and preserved for present and future project area restoration. Soil from the right of way shall not enter any live stream or open water.
- **12.3 Revegetation**. Lessee will re-establish a successful vegetation cover by reseeding with a seed mixture of shrubs, forbs, and grasses, as specified by Surface Owner. Lessee will not be released from this obligation until Surface Owner has inspected the site for two (2) years following construction and reclamation, and has made a determination that the revegetation is successful, or such time thereafter until re-vegetation has become successful.
- 12.4 Unauthorized Travel. In consultation with Surface Owner, Lessee will undertake reasonable measures, including the placement of signage, cattle guards, trenches, barrier rock or other obstacles, to restrict unauthorized motorized travel, including that of third parties, on or across the Burdened Property. If such measures are not effective in controlling unauthorized motorized travel, Lessee will consult with Surface Owner on additional measures that may be required to restrict such unauthorized motorized travel on the Burdened Property.
- 12.5 Failure to Reclaim. Surface Owner shall have the right, subject to at least sixty (60) days prior notice and a right to cure, to use funds from Lessee's surety bond to complete reclamation or restoration if Lessee fails to do so.

SECTION 13 OWNERSHIP AND REMOVAL OF IMPROVEMENTS, TRADE FIXTURES, AND EQUIPMENT

13.1 Improvements. No Lessee-Owned improvements, other than appurtenances for the rights herein granted, shall be placed on the Burdened Property without Surface Owner's prior written consent.

- 13.2 Ownership of Improvements and Trade Fixtures. Except as provided herein, Lessee shall retain ownership of all improvements and trade fixtures it may place on the Burdened Property (collectively "Lessee Owned Improvements"). Lessee-Owned Improvements shall not include any construction, reconstruction, alteration, or addition to any Unauthorized Improvements as defined in Subsection 13.5 below.
- 13.3 Construction. Issuance of this Easement shall constitute authorization to undertake the initial construction work specified in that agreement without the need for further notice. Subsequent alterations, significant repairs, or new construction shall require advance notice to Surface Owner as contemplated in Section 5.
- 13.4 Removal. Lessee-Owned improvements and trade fixtures that have been installed above or below ground shall be removed by Lessee by the Termination Date unless Surface Owner notifies Lessee in writing that such may remain. If Surface Owner elects to have such above ground improvements remain on the Burdened Property after the Termination Date, they shall become the property of Surface Owner without payment by Surface Owner. If Lessee wishes to leave improvements on the Burdened Property upon expiration of the Easement, Lessee shall notify Surface Owner of such intent at least one hundred eighty (180) days before the Termination Date. Surface Owner shall then have ninety (90) days in which to notify Lessee whether Surface Owner elects to have the improvements removed or to have them remain. Failure to notify Lessee shall be deemed an election by Surface Owner for the improvements to be removed from the Burdened Property. If the improvements remain on the Burdened Property after the Termination Date without Surface Owner's actual or deemed consent, Surface Owner may remove them at Lessee's expense. Surface Owner may require Lessee to abandon improvements and/or trade fixtures, rather than remove them. Such abandonment shall be undertaken in accordance with a plan approved by Surface Owner. Abandonment of buried facilities should be performed in accordance with the appropriate regulations and any applicable permits. Should Surface Owner elect to allow any part of Lessee's improvements or trade fixtures to remain affixed to the Burdened Property, Lessee shall make a diligent and good-faith effort to clean the improvements or trade fixtures using the best industry practices and technologies available at the time, as directed by Surface Owner, in order to minimize as much as reasonably practical, environmental contaminants left on or in the Burdened Property.
- 13.5 Unauthorized Improvements. Improvements made on the Burdened Property without Surface Owner's prior written consent are not authorized ("Unauthorized Improvements"). Surface Owner may, at its option, require Lessee to sever, remove, and dispose of them or allow them to remain upon amendment of this Agreement, at which time all provisions of this Agreement shall apply to the Unauthorized Improvements unless otherwise explicitly stated in the amendment. If Lessee fails to remove an Unauthorized Improvement within sixty (60) days of notification by Surface Owner, Surface Owner may remove the Unauthorized Improvements and charge Lessee for the cost of removal and disposal.

SECTION 14 INDEMNITY

Lessee agrees to protect, indemnify, save and hold harmless Surface Owner, its agents and employees, from and against all claims, demands, damages, and causes of action of every kind or character on account of bodily injuries, death, or damage to property arising because of, for, out of, or in any way connected with the performance of Lessee under this Agreement, except where such injury, death, or damage has resulted from the sole negligence of Surface Owner without negligence or willful act on the part of Lessee, its agents, employees, or subcontractors. Lessee shall defend all suits brought upon such claims and pay all costs and expenses incidental thereto, but Surface Owner shall have the right, at its option, to participate in the defense incidental thereto without relieving Lessee of any obligation hereunder. Lessee's liability to Surface Owner for hazardous substances, and its obligation to indemnify, defend, and hold Surface Owner harmless for hazardous substances, shall be governed exclusively by Section 9.

SECTION 15 FINANCIAL SECURITY

- 15.1 Bonding. At its own expense, Lessee shall procure and maintain a non-cancellable corporate surety bond or provide other financial security satisfactory to Surface Owner (the "Bond") in an amount equal to One Hundred Fifty-Six Thousand Nine Hundred Ninety-Nine Dollars (\$156,999.00), said amount equivalent to One-Hundred and Fifteen percent (115%) of the estimated costs of reclamation of the Burdened Property and surrounding property affected by Lessee's development activities thereon, which shall secure Lessee's full performance of its obligations under this Agreement. The amount of this bond shall not be deemed to limit any liability of Lessee. The Bond shall be in a form and issued by a surety company acceptable to Surface Owner. Lessee shall maintain the Bond so long as it uses the Easement. The Bond shall be in effect even if Lessee has conveyed all or part of the easement interest to a sublessee, assignee, or subsequent operator until Lessee fully satisfies its obligations, or until the Bond is replaced with a new bond posted by the sublessee assignee or subsequent operator. Said Bond at the date of execution of this Agreement is issued by Fidelity and Deposit Company of Maryland and is identified as Bond Number LPM9062886 (see Exhibit I).
- 15.2 Bond Increase. Lessee agrees that, for the causes stipulated below, at any time during the term of this Easement, Surface Owner may require that the amount of an existing Bond be increased in a sum described below, said Bond to be conditioned upon full compliance with all terms and conditions of this Agreement and the rules relating hereto.
 - (a) Inflation. Surface Owner has the option of requiring the value of the Bond to be adjusted to compensate for inflationary pressures on the dollar. The amount of adjustment shall be determined through the use of the Bureau of Labor Statistics Western Region Urban Consumer Price Index ("Western Region CPI-U"). Said adjustments shall reference the year 2011 Western Region CPI-U, and shall be directly proportional to the percent change in Western Region CPI-U between the year 2011 and the year preceding the date of adjustment.
 - (b) Additional Improvements. Surface Owner has the option of requiring increases in the Bond value for additional improvements authorized under amendments to this Agreement, the increases to be in an amount equivalent to 115% of the estimated costs of reclamation of the Burdened Property and surrounding property affected by Lessee's development activities thereon.
- 15.3 Default. Upon any default by Lessee in its obligations under this Agreement, Surface Owner may collect on the Bond to offset the liability of Lessee to Surface Owner, subject to the notice and right to cure provisions in Sections 11 and 12 herein. Collection on the Bond shall not relieve Lessee of liability, shall not limit any of Surface Owner's other remedies, and shall not rein Surface Owner or cure the default or prevent termination of the Easement because of the default. Should the cost of Lessee's obligations exceed the value of the Bond, Lessee, it's successors and assigns, shall be liable for the costs over and above the bonded amount.

SECTION 16 TAXES AND ASSESSMENTS

Lessee shall promptly pay all taxes, assessments and other governmental charges of any kind whatsoever levied as a result of this Easement or relating to Lessee's improvements and trade fixtures constructed pursuant to this Easement.

SECTION 17 ADVANCES BY SURFACE OWNER

If Surface Owner advances or pays any costs or expenses for or on behalf of Lessee, including, but not limited to taxes, assessments, insurance premiums, costs of removal and disposal of unauthorized materials, costs of removal and disposal of improvements and trade fixtures, or other amounts not paid when due, Lessee shall reimburse Surface Owner the amount paid and shall pay interest on such amount at the rate of one percent (1%) per month from the date Surface Owner notifies Lessee of the advance or payment.

SECTION 18 NOTICE

Except as provided in Section 5 of this Agreement, any notices required or permitted under this Agreement shall be in writing and personally delivered or mailed by certified mail, return receipt requested, to the following addresses or to such other places as the parties may direct in writing from time to time:

Surface Owner

Habitat Section
Utah Division of Wildlife Resources
1594 West North Temple, Suite 2110
Salt Lake City, Utah 84114-6301

AND

Habitat Section
Utah Division of Wildlife Resources
152 East 100 North, Suite 9
Vernal, Utah 84078

Lessee

Bill Barrett Corporation Attn: Huntington T. Walker Sr. Vice President – Land 1099 18th St., Suite 2300 Denver, Colorado 80202

A notice shall be deemed given and delivered upon personal delivery, upon receipt of a confirmation report if delivered by facsimile machine, email or three (3) days after being mailed as set forth above, whichever is applicable.

SECTION 19 RESERVATIONS

Surface Owner, its successors and assigns, reserves all ownership of the Burdened Property and profits thereon, and the right of use for any and all purposes that do not unreasonably interfere with the rights granted herein, including the right to keep the Burdened Property open for public use for recreation; the right to remove profits from the Burdened Property; the right at all times to cross and recross the Burdened Property at any place on grade or otherwise; and the right to use the Easement for access to and from the lands owned by Surface Owner on both sides of the Easement. Surface Owner may grant to third parties any and all rights reserved. Once Lessee clears or removes any vegetation on the Burdened Property as provided in this Agreement, vegetation that is subsequently grown in such cleared areas shall belong to Surface Owner.

SECTION 20 CULTURAL RESOURCES

It is hereby understood and agreed that all treasure-trove, all articles of antiquity, and critical paleontological resources in or upon the Burdened Property or adjacent lands belonging to Surface Owner are and shall remain the property of Surface Owner. Lessee agrees that all costs associated with archeological and paleontological investigations on

DUCH-1110EA-0232 WSFR W-96-L and W-113-L the Burdened Property that may be required by Surface Owner will be borne by Lessee. Lessee further agrees to cease all activity on the subject lands and immediately notify Surface Owner if any discovery of human remains or a "site" or "specimen," as defined in Section 9-8-302 or 63-73-1 Utah Code Annotated (1953), as amended, is made on the Burdened Property, and continue to cease all construction or maintenance therein until such time as the human remains, "site" or "specimen" in question has been treated to the satisfaction of Surface Owner.

SECTION 21 ASSIGNMENT

- 21.1 Consent of Surface Owner. Lessee shall not hypothecate, mortgage, assign, transfer or otherwise alienate this Easement, or any interest therein, without the prior written consent of Surface Owner, which shall not be unreasonably withheld. In no case shall such consent operate to relieve Lessee of the responsibilities or liabilities assumed by Lessee hereunder, or be given unless such party is acceptable to Surface Owner and assumes in writing all of the obligations of Lessee under the terms of this Agreement as to the balance of the term thereof, or acquires the rights in trust as security and subject to conditions such as Surface Owner deems necessary. A sublease, conveyance, or assignment must be a sufficient legal instrument, properly executed and acknowledged, and should clearly set forth the easement lease contract number, lands involved, and the name and address of the assignee, and shall include any agreement which transfers control of the Easement to a third party. A copy of the documents subleasing, conveying, or assigning the interest shall be given to Surface Owner prior to Surface Owner's approval or denial of the assignment.
- **21.2 Assignee.** Any assignment shall be in keeping with the purposes of this Easement and may only be made to a party qualified to do business in the State of Utah, and which has authority to operate the said facilities, and which is not in default under the laws of the State of Utah relative to qualification to do business within the State, and is not in default on any previous obligation to Surface Owner.
- 21.3 Costs of Assignment. A sublease, conveyance, or assignment may not be approved without reimbursement of Surface Owner's administrative costs associated with said sublease, conveyance, or assignment; and payment of the difference between what was originally paid for the permit, lease, or contract and what the division would charge for the permit, lease, or contract at the time the application for sublease, conveyance, or assignment is submitted.
- 21.4 Effective Date of Assignment. A sublease, conveyance, or assignment shall take effect on the date of Surface Owner's approval of the assignment. On the effective date of any assignment, the assignee is bound by the terms of the lease to the same extent as if the assignee were the original grantee, any conditions in the assignment to the contrary notwithstanding.
- 21.5 Non-Waiver. The consent of Surface Owner to any one assignment shall not constitute a waiver of Surface Owner's right to consent to subsequent assignments, nor shall consent of Surface Owner to any one assignment relieve any party previously liable as Lessee from any obligations under this Agreement. The acceptance by Surface Owner of payment of rent following an assignment shall not constitute consent to any assignment and Surface Owner's consent shall be evidenced only in writing.

SECTION 22 SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and inure to the benefit of the parties, their successors and assigns and shall be a covenant running with the land.

SECTION 23 TIME IS OF THE ESSENCE

TIME IS OF THE ESSENCE as to each and every provision of this Agreement.

SECTION 24 RECORDATION

Lessee shall record this Agreement in the counties in which the Burdened Property is located, at Lessee's sole expense. Lessee shall provide Surface Owner a copy of the public recording. Lessee shall have ninety (90) days from the date of delivery of the final executed Agreement to comply with the requirements of this Section.

SECTION 25 APPLICABLE LAW AND VENUE

This Agreement shall be interpreted and construed in accordance with and shall be subject to the laws of the State of Utah. Any reference to a statute shall mean that statute as presently enacted or hereafter amended or superseded. Lessee consents to suit in the courts of the State of Utah in any dispute arising under the terms of this Agreement or as a result of operations carried on under this Agreement. Service of process in any such action is hereby agreed to be sufficient if sent by registered mail to Lessee at the last known address of Lessee appearing in the records of Surface Owner. Lessee agrees for itself and its successors and assigns that any suit brought by Lessee, its successors or assigns concerning this Agreement may be maintained only in the Utah State District Court of Salt Lake County. In the event of any litigation arising under this Agreement, the prevailing party shall be entitled to recover its costs and reasonable attorneys' fees incurred in connection with the litigation, including any appeals.

SECTION 26 MODIFICATION

Any modification of this Agreement must be in writing and signed by the parties. Surface Owner or Lessee shall not be bound by any oral representations of Surface Owner or Lessee. Authorized signatures for Surface Owner may be provided only by the Director or the Director's designee.

SECTION 27 SURVIVAL

Any obligations which are not fully performed upon termination of this Easement shall not cease, but shall continue as obligations until fully performed.

SECTION 28 WAIVER

No Waiver of Conditions by Surface Owner of any default of Lessee or failure of Surface Owner to timely enforce any provision of this Agreement shall constitute a waiver of or constitute a bar to subsequent enforcement of the same or other provisions of this Agreement. No provision in this Agreement shall be construed to prevent Surface Owner from exercising any legal or equitable remedy it may have.

SECTION 29 WATER RIGHTS

Lessee shall not file an application to appropriate water from the surface or subsurface of Surface Owner's lands unless the application is approved by Surface Owner in writing and is filed in the name of the Surface Owner. All water structures, including impoundment, diversion and conveyance structures or works, used to impound, divert or convey water claimed solely under a Surface Owner water right shall be the property of Surface Owner.

SURFACE OWNER

STATE OF UTAH

SECTION 30 INVALIDITY

If any provision of this Agreement proves to be invalid, void, or illegal, it shall in no way affect, impair, or invalidate any other provision of this Agreement.

LESSEE

IN WITNESS WHEREOF, the Parties have executed this Agreement, effective on the date of the last signature below.

STATE OF UTAH DEPARTMENT OF NATURAL RESOURCES, DIVISION OF WILDLI RESOURCES	BILL BARRETT CORPORATION FE
By: James F. Karpowitz Director of Wildlife Resources	By Muttet Twell Huntington T. Walker Sr. Vice President - Land Bill Barrett Corporation
Date: 5/1/12	Date:
Funding Approvals: Division of Wildlife Resources Fiscal Management	
By: Linda Braithwaite	
Budget Officer Date: 413012	
STATE OF UTAH)) SS. COUNTY OF SALT LAKE)	
Resources for the State of Utah, that the for	, 2012 personally appeared before me <u>James F.</u> that he is the <u>Director of the Division of Wildlife</u> regoing instrument was executed pursuant to authority e of <u>Utah</u> (23-21-1), and he acknowledged to me that
Notary Public State of Utah My Commission Expires Sept. 20, 2015	Notary Public for the State of Utah Residing at

STATE OF COLORADO	
CITY AND	SS.
COUNTY OF DENVER	
<u>Corporation</u> who executed the execution of the document her	nown to be the <u>Sr. Vice President – Land</u> of <u>Bill Barrett</u> within and foregoing instrument, and acknowledged that the ein was his free and voluntary act and deed, for the uses and and gave an oath that he is authorized to execute the within
LEE VASKEY NOTARY PUBLIC STATE OF COLORADO MY COMMISSION EXPIRES 10/1	Daviding at 1/24/06

Exhibit A.1

Legal Descriptions of Wellsite Perimeter and Access Road and Pipeline Corridor Centerlines for LC Tribal #13H-26-46 and #16-26D-46 Wellsite

LC Tribal #13H-26-46 and #16-26D-46 Wellsite Perimeter

SURFACE USE AREA DESCRIPTION

BEGINNING AT A POINT IN THE SE 1/4 SE 1/4 OF SECTION 26, T4S, R6W, U.S.B.&M., WHICH BEARS N19*27'17"W 609.44' FROM THE SOUTHEAST CORNER OF SAID SECTION 26, THENCE S41*10'11"W 153.57'; THENCE N48*49'49"W 450.00'; THENCE N41*10'11"E 355.00'; THENCE S48*49'49"E 450.00'; THENCE S41*10'11"W 201.43' TO THE POINT OF BEGINNING. BASIS OF BEARINGS IS A G.P.S. OBSERVATION. CONTAINS 3.667 ACRES MORE OR LESS.

Access Road Corridor Centerline

ROAD RIGHT-OF-WAY DESCRIPTION

A 30' WIDE RIGHT-OF-WAY 15' ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE.

BEGINNING AT A POINT IN THE SE 1/4 SE 1/4 OF SECTION 26, T4S, R6W, U.S.B.&M., WHICH BEARS N18"25'18"W 595.56' FROM THE SOUTHEAST CORNER OF SAID SECTION 26, THENCE N57"00'03"W 17.62' TO A POINT IN THE SE 1/4 SE 1/4 OF SAID SECTION 26 WHICH BEARS N19"27'17"W 609.44' FROM THE SOUTHEAST CORNER OF SAID SECTION 26. THE SIDE LINES OF SAID DESCRIBED RIGHT-OF-WAY BEING SHORTENED OR ELONGATED TO MEET THE GRANTOR'S PROPERTY LINES. BASIS OF BEARINGS IS A G.P.S. OBSERVATION. CONTAINS 0.012 ACRES MORE OR LESS.

Pipeline Corridor

PIPELINE RIGHT-OF-WAY DESCRIPTION

PIPELINE RIGHT-OF-WAY IS CONTAINED WITHIN THE SURFACE USE AREA.

Exhibit A.2 Depictions of Wellsite, Access Road, and Pipeline Corridor for LC Tribal #13H-26-46 and #16-26D-46 Wellsite

LOCATED IN SECTION 26, T4S, R6W, U.S.B.&M. DUCHESNE COUNTY, UTAH

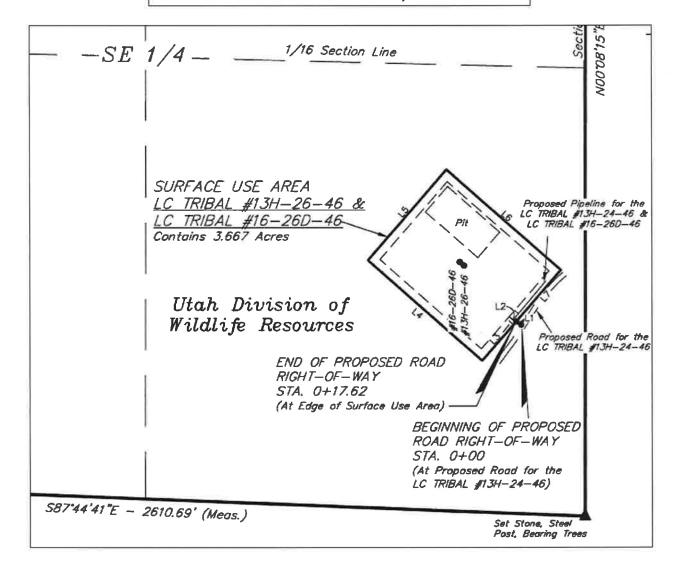


Exhibit B.1

Legal Description of Wellsite Perimeter and Access Road and Pipeline Corridor Centerlines for LC Tribal #13H-23-46 and #16-23D-46 Wellsite

LC Tribal #13H-23-46 and #16-23D-46 Wellsite Perimeter

SURFACE USE AREA DESCRIPTION

BEGINNING AT A POINT IN THE SE 1/4 SE 1/4 OF SECTION 23, T4S, R6W, U.S.B.&M. WHICH BEARS S18'58'10"W 1526.28' FROM THE EAST 1/4 CORNER OF SAID SECTION 23, THENCE S27'35'56"E 216.26'; THENCE S62'24'04"W 450.00'; THENCE N27'35'56"W 355.00'; THENCE N62'24'04"E 450.00'; THENCE S27'35'56"E 138.74' TO THE POINT OF BEGINNING. BASIS OF BEARINGS IS A G.P.S. OBSERVATION. CONTAINS 3.667 ACRES MORE OR LESS.

Access Road Corridor Centerline

ROAD RIGHT—OF—WAY DESCRIPTION ON JTAH DIVISION OF WILDLIFE RESOURCES LANDS

A 30' WIDE RIGHT-OF-WAY 15' ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE.

BEGINNING AT A POINT ON THE SOUTH LINE OF THE SE 1/4 SE 1/4 OF SECTION 23, T4S, R6W, U.S.B.&M. WHICH BEARS SO0'22'36"W 2634.77' FROM THE EAST 1/4 CORNER OF SAID SECTION 23, THENCE N11'11'53"W 112.99'; THENCE N04'44'14"W 80.50'; THENCE N02'33'08"E 90.00'; THENCE N06'47'22"E 143.11'; THENCE N02'03'00"W 233.86'; THENCE N14'48'38"W 87.59'; THENCE N26'33'31"W 59.88'; THENCE N46'40'01"W 97.98'; THENCE N57'04'35"W 88.00'; THENCE N63"51'52"W 86.26'; THENCE N57'04'35"W 88.00'; THENCE N63"51'52"W 86.26'; THENCE N31'05'34"W 17.82'; THENCE N52'00'00"W 89.32'; THENCE N32'09'48"W 205.72'; THENCE S58'53'19"W 2.27' TO A POINT IN THE SE 1/4 SE 1/4 OF SAID SECTION 23 WHICH BEARS S18'58'10"W 1526.28' FROM THE EAST 1/4 CORNER OF SAID SECTION 23. THE SIDE LINES OF SAID DESCRIBED RIGHT-OF-WAY BEING SHORTENED OR ELONGATED TO MEET THE GRANTOR'S PROPERTY LINES. BASIS OF BEARINGS IS A G.P.S. OBSERVATION. CONTAINS 0.961 ACRES MORE OR LESS.

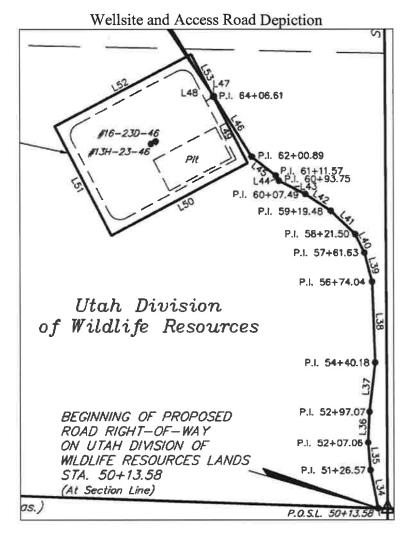
Pipeline Corridor Centerline

PIPELINE RIGHT-OF-WAY DESCRIPTION ON UTAH DIVISION OF WILDLIFE RESOURCES LANDS

A 30' WIDE RIGHT-OF-WAY 15' ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE.

BEGINNING AT A POINT IN THE SE 1/4 SE 1/4 OF SECTION 23, T4S, R6W, U.S.B.&M. WHICH BEARS S13'42'26"W 1684.73' FROM THE EAST 1/4 CORNER OF SAID SECTION 23, THENCE S52'00'00"E 83.61'; THENCE S31'05'34"E 20.56'; THENCE S63'51'52"E 92.13'; THENCE S57'04'35"E 84.24'; THENCE S46'40'01"E 91.27'; THENCE S26'33'31"E 52.87'; THENCE S14'48'38"E 82.22'; THENCE S02'03'00"E 229.13'; THENCE S06'47'22"W 142.11'; THENCE S02'33'08"W 92.52'; THENCE S04'44'14"E 83.50'; THENCE S11'11'53"E 108.56' TO A POINT ON THE SOUTH LINE OF THE SE 1/4 SE 1/4 OF SAID SECTION 23 WHICH BEARS N88'02'34"W 53.01' FROM THE SOUTHEAST CORNER OF SAID SECTION 23. THE SIDE LINES OF SAID DESCRIBED RIGHT—OF—WAY BEING SHORTENED OR ELONGATED TO MEET THE GRANTOR'S PROPERTY LINES. BASIS OF BEARINGS IS A G.P.S. OBSERVATION. CONTAINS 0.801 ACRES MORE OR LESS.

Exhibit B.2Depictions of Wellsite, Access Road, and Pipeline Corridor for LC Tribal #13H-23-46 and #16-23D-46 Wellsite



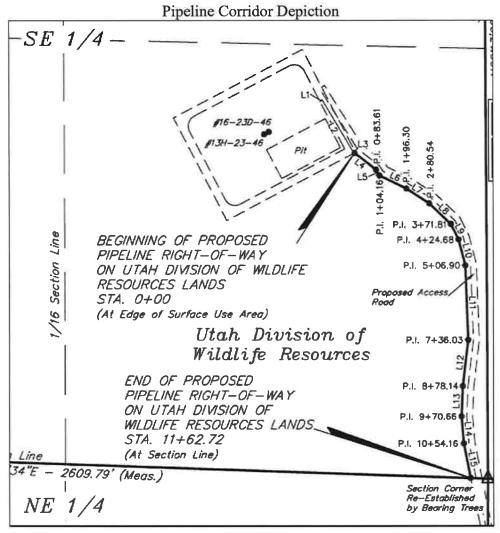


Exhibit C.1

Legal Descriptions of Wellsite Perimeter and Access Road and Pipeline Corridor Centerlines for LC Tribal #16H-27-46 Wellsite

LC Tribal #16H-27-46 Wellsite Perimeter

SURFACE USE AREA DESCRIPTION

BEGINNING AT A POINT IN THE SW 1/4 SW 1/4 OF SECTION 27, T4S, R6W, U.S.B.&M. WHICH BEARS N10°08'21"E 1080.59' FROM THE SOUTHWEST CORNER OF SAID SECTION 27, THENCE N45°25'31"W 168.21'; THENCE N44°34'29"E 450.00'; THENCE S45°25'31"E 295.00'; THENCE S44°34'29"W 450.00'; THENCE N45°25'31"W 126.79' TO THE POINT OF BEGINNING. BASIS OF BEARINGS IS A G.P.S. OBSERVATION. CONTAINS 3.048 ACRES MORE OR LESS.

Access Road Corridor Centerline

ROAD RIGHT-OF-WAY DESCRIPTION

A 30' WIDE RIGHT-OF-WAY 15' ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE.

BEGINNING AT A POINT IN THE SW 1/4 SW 1/4 OF SECTION 27, T4S, R6W, U.S.B.&M. WHICH BEARS NO8°55'24"E 1067.40' FROM THE SOUTHWEST CORNER OF SAID SECTION 27, THENCE N69°27'46"E 26.33' TO A POINT IN THE SW 1/4 SW 1/4 OF SAID SECTION 27 WHICH BEARS N10°08'21"E 1080.59' FROM THE SOUTHWEST CORNER OF SAID SECTION 27. THE SIDE LINES OF SAID DESCRIBED RIGHT—OF—WAY BEING SHORTENED OR ELONGATED TO MEET THE GRANTOR'S PROPERTY LINES. BASIS OF BEARINGS IS A G.P.S. OBSERVATION. CONTAINS 0.018 ACRES MORE OR LESS.

Pipeline Corridor Centerline

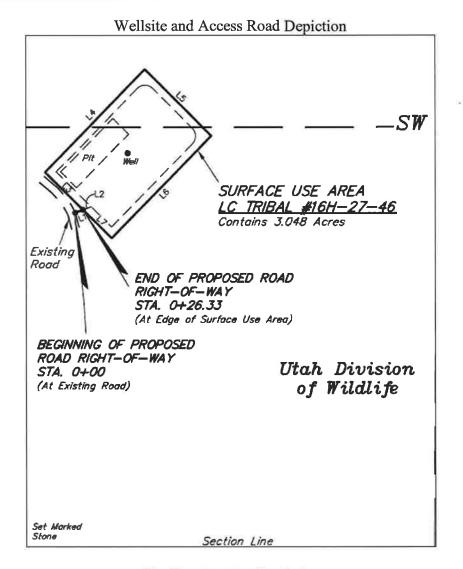
PIPELINE RIGHT-OF-WAY DESCRIPTION

A 30' WIDE RIGHT-OF-WAY 15' ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE.

BEGINNING AT A POINT IN THE SW 1/4 SW 1/4 OF SECTION 27, T4S, R6W, U.S.B.&M. WHICH BEARS NO8'47'40"E 1098.58' FROM THE SOUTHWEST CORNER OF SAID SECTION 27, THENCE S62"17'45"W 60.90' TO A POINT IN THE SW 1/4 SW 1/4 OF SAID SECTION 27 WHICH BEARS NO6"09'21"E 1063.48' FROM THE SOUTHWEST CORNER OF SAID SECTION 27. THE SIDE LINES OF SAID DESCRIBED RIGHT—OF—WAY BEING SHORTENED OR ELONGATED TO MEET THE GRANTOR'S PROPERTY LINES. BASIS OF BEARINGS IS A G.P.S. OBSERVATION. CONTAINS 0.042 ACRES MORE OR LESS.

Exhibit C.2

Depictions of Wellsite, Access Road, and Pipeline Corridor for LC Tribal #16H-27-46 Wellsite



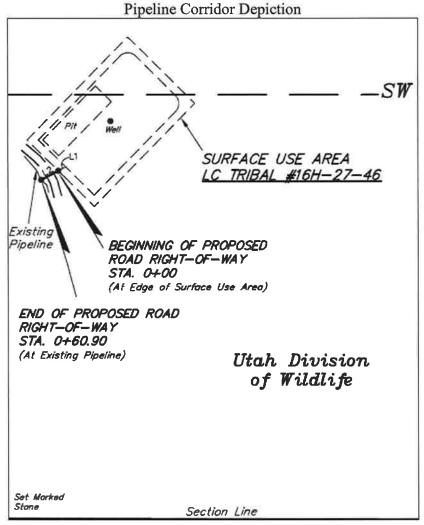


Exhibit D.1

Legal Descriptions of Wellsite Perimeter and Access Road and Pipeline Corridor Centerlines for LC Tribal #13H-34-46 and #16-34D-46 Wellsite

LC Tribal #13H-34-46 and #16-34D-46 Wellsite Perimeter

SURFACE USE AREA DESCRIPTION

BEGINNING AT A POINT IN THE SE 1/4 SE 1/4
OF SECTION 34, T4S, R6W, U.S.B.&M. WHICH
BEARS N72*10'04"W 486.46' FROM THE
SOUTHEAST CORNER OF SAID SECTION 34,
THENCE S00*02'35"W 131.88'; THENCE
N89*57'25"W 450.00'; THENCE N00*02'35"E
320.00'; THENCE S89*57'25"E 450.00'; THENCE
S00*02'35"W 188.12' TO THE POINT OF BEGINNING,
BASIS OF BEARINGS IS A G.P.S. OBSERVATION.
CONTAINS 3.306 ACRES MORE OR LESS.

Access Road Corridor Centerline

ROAD RIGHT-OF-WAY DESCRIPTION ON STATE OF UTAH DIVISION OF WILDLIFE LIFE RESOURCES LANDS

A 30' WIDE RIGHT-OF-WAY 15' ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE.

BEGINNING AT A POINT IN LOT 1 OF SECTION 3, T5S. R6W, U.S.B.&M., WHICH BEARS S68'07'07"E 368.65' FROM THE SOUTHWEST CORNER OF SECTION 35, T4S, R6W, U.S.B.&M., THENCE N50"54'38"W 87.52; THENCE N72"21'00"W 158.09'; THENCE N59"26'18"W 67.20' TO A POINT ON THE NORTH LINE OF LOT 1 OF SAID SECTION 3, WHICH BEARS S89"54'28"E 65.65' FROM THE SOUTHWEST CORNER OF SAID SECTION 35. ALSO BEGINNING AT A POINT ON THE EAST LINE OF THE SE 1/4 SE 1/4 OF SECTION 35, T4S, R6W, U.S.B.&M., WHICH BEARS NO0"11'12"E 38.59' FROM THE SOUTHEAST CORNER OF SAID SECTION 34, THENCE N59"26'18"W 10.26'; THENCE N89"52'39"W 242.67'; THENCE N79"58'53"W 76.45'; THENCE N64"42'07"W 32.93'; THENCE N54"04'36"W 131.71' TO A POINT IN THE SE 1/4 SE 1/4 OF SAID SECTION 34, WHICH BEARS N72"10'04"W 486.46' FROM THE SOUTHEAST CORNER OF SAID SECTION 34. THE SIDE LINES OF SAID DESCRIBED RIGHT—OF—WAY BEING SHORTENED OR ELONGATED TO MEET THE GRANTOR'S PROPERTY LINES. BASIS OF BEARINGS IS A G.P.S. OBSERVATION. CONTAINS 0.556 ACRES MORE OR LESS.

Pipeline Corridor Centerline

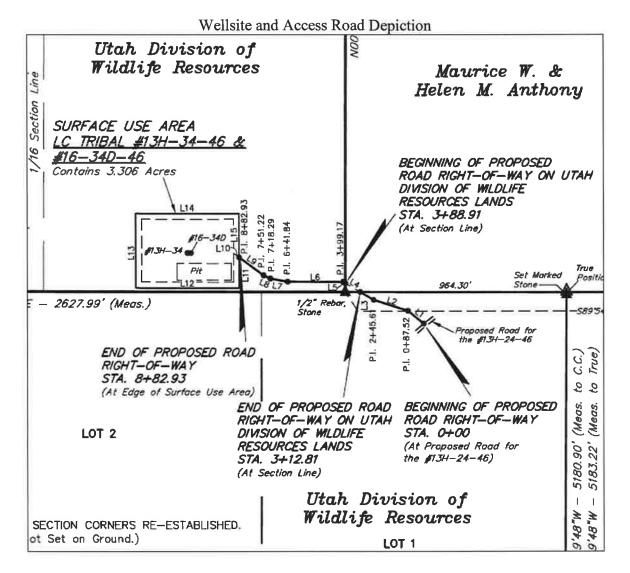
PIPELINE RIGHT-OF-WAY DESCRIPTION ON STATE OF UTAH DIVISION OF WILDLIFE LIFE RESOURCES LANDS

A 30' WIDE RIGHT-OF-WAY 15' ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE.

BEGINNING AT A POINT IN THE SE 1/4 SE 1/4 OF SECTION 34, T4S, R6W, U.S.B.&M., WHICH BEARS N69'09'13"W 495.51' FROM THE SOUTHEAST CORNER OF SAID SECTION 34; THENCE \$58'25'08"E 40.90'; THENCE \$53'54'18"E 104.39'; THENCE \$64'42'07"E 28.04'; THENCE \$80'01'56"E 69.93'; THENCE \$89'52'24"E 247.82'; THENCE \$59'26'18"E 2.38' TO A POINT ON THE EAST LINE OF THE SE 1/4 SE 1/4 OF SAID SECTION 34, WHICH BEARS N00'11'12"E 67.57' FROM THE SOUTHEAST CORNER OF SAID SECTION 34. ALSO BEGINNING AT A POINT ON THE NORTH LINE OF LOT 1 OF SECTION 3, T5S, R6W, U.S.B.&M. WHICH BEARS \$89'54'28"E 114.96' FROM THE SOUTHWEST CORNER OF SECTION 35, T4S, R6W, U.S.B.&M, THENCE \$59'26'18"E 21.54'; THENCE \$72'17'10"E 160.58'; THENCE \$44'28'56"E 68.94' TO A POINT IN LOT 1 OF SAID SECTION 3, WHICH BEARS \$71'56'12"E 352.13' FROM THE SOUTHWEST CORNER OF SAID SECTION 35. THE SIDE LINES OF SAID DESCRIBED RIGHT—OF—WAY BEING SHORTENED OR ELONGATED TO MEET THE GRANTOR'S PROPERTY LINES. BASIS OF BEARINGS IS A G.P.S. OBSERVATION. CONTAINS 0.513 ACRES MORE OR LESS.

Exhibit D.2

Depictions of Wellsite, Access Road, and Pipeline Corridor for LC Tribal #13H-34-46 and #16-34D-46 Wellsite



Pipeline Corridor Depiction

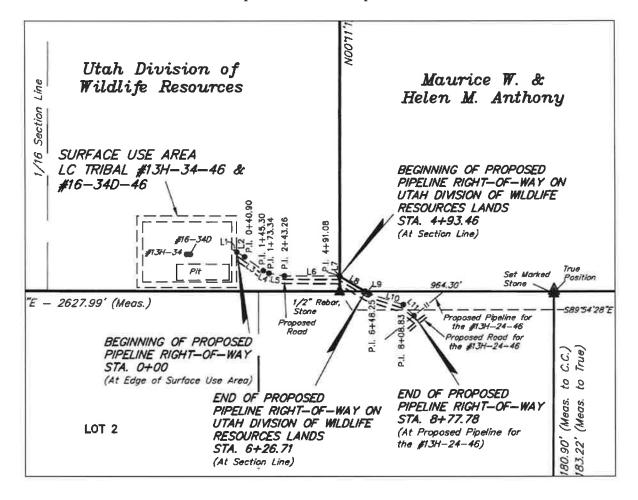


Exhibit E.1

Legal Descriptions of Access Road and Pipeline Corridor Centerlines for LC Tribal #15-24D-46 Wellsite

Access Road Corridor Centerline Description

ROAD RIGHT-OF-WAY DESCRIPTION ON STATE OF UTAH (DWL) LANDS

A 30' WIDE RIGHT-OF-WAY 15' ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE.

BEGINNING AT A POINT IN THE SW 1/4 NE 1/4 OF SECTION 3, T5S, R6W, U.S.B.&M., WHICH BEARS N24'42'15"W 3882.37' FROM THE SOUTHEAST CORNER OF SAID SECTION 3, THENCE N44°27'14"E 288.23'; THENCE N39°56'42"E 152.23'; THENCE N36°41'53"E 297.45'; THENCE N29°51'02"E 89.67'; THENCE N22'06'21"E 488.92'; THENCE N26'47'18"E 132.85'; THENCE N30'42'50"E 77.24'; THENCE N36'50'53"E 75.44'; THENCE N45"13'40"E 210.00'; THENCE N51"06'15"E 96.72'; THENCE N58"23'13"E 161.72'; THENCE N62°04'58"E 56.02' TO A POINT ON THE NORTH LINE OF THE NE 1/4 NE 1/4 OF SAID SECTION 3, WHICH BEARS NO3'58'39"W 5196.27' FROM THE SOUTHEAST CORNER OF SAID SECTION 3. ALSO BEGINNING AT A POINT ON THE NORTH LINE OF THE NE 1/4 NE 1/4 OF SECTION 35, T4S, R6W, U.S.B.&M., WHICH BEARS N87'44'41"W 841.72 FROM THE NORTHEAST CORNER OF SAID SECTION 35, THENCE N51"09'26"E 85.48'; THENCE N46"13'32"E 113.04'; THENCE N50"52"51"E 94.42'; THENCE N65'47'16"E 57.34'; THENCE N69'41'11"E 117.35'; THENCE N60'48'00"E 61.81'; THENCE N47'37'44"E 175.83'; THENCE N40'43'24"E 68.05'; THENCE N34'16'22"E 203.23'; THENCE N44'22'52"E 84.64'; THENCE N56'32'53"E 68.53' TO A POINT ON THE EAST LINE OF THE SE 1/4 SE 1/4 OF SECTION 26, T4S, R6W, U.S.B.&M., WHICH BEARS NOO'08'15"E 755.20' FROM THE SOUTHEAST CORNER OF SAID SECTION 26. THE SIDE LINES OF SAID DESCRIBED RIGHT-OF-WAY BEING SHORTENED OR ELONGATED TO MEET THE GRANTOR'S PROPERTY LINES. BASIS OF BEARINGS IS A G.P.S. OBSERVATION. CONTAINS 2.243 ACRES MORE OR LESS.

Pipeline Corridor Centerline Description

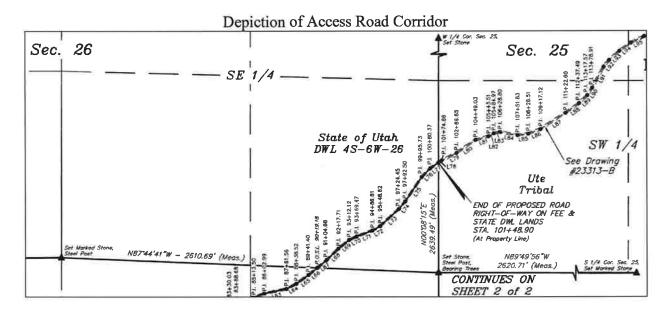
PIPELINE RIGHT-OF-WAY DESCRIPTION ON STATE OF UTAH (DWL) LANDS

A 30' WIDE RIGHT-OF-WAY 15' ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE.

BEGINNING AT A POINT ON THE WEST LINE OF THE SW 1/4 SW 1/4 OF SECTION 25, T4S, R6W, U.S.B.&M., WHICH BEARS NOO'08'15"E 786.58' FROM THE SOUTHWEST CORNER OF SAID SECTION 25, THENCE S55'48'42"W 88.56'; THENCE S44'22'52"W 89.51'; THENCE S34'16'22"W 204.03'; THENCE S40'43'24"W 65.14'; THENCE S47'37'44"W 171.43'; THENCE S60'48'00"W 56.98'; THENCE S69'41'11"W 116.26'; THENCE S65'47'16"W 61.46'; THENCE S50°52'51"W 98.71'; THENCE S46°13'32"W 112.98'; THENCE S51°09'26"W 113.07' TO A POINT ON THE SOUTH LINE OF THE SE 1/4 SE 1/4 OF SECTION 26, T4S, R6W, U.S.B.&M., WHICH BEARS N87'44'41"W 879.75' FROM THE SOUTHEAST CORNER OF SAID SECTION 26. ALSO BEGINNING AT A POINT ON THE SOUTH LINE OF THE SW 1/4 SW 1/4 OF SECTION 35, T4S, R6W, U.S.B.&M., WHICH BEARS S89°54'28"E 520.76' FROM THE SOUTHWEST CORNER OF SAID SECTION 35, THENCE S59°51'55"W 215.32'; THENCE S42"41'43"E 54.34'; THENCE S47"50'48"W 177.51'; THENCE S43"10'07"W 128.76'; THENCE S31"08'21"W 129.59'; THENCE S24"54'22"W 219.31'; THENCE S21'31'54"W 376.91'; THENCE S32'41'26"W 179.83'; THENCE S36'08'06"W 181.01'; THENCE S39'57'59"W 182.59'; THENCE \$43°45'55"W 199.66' TO A POINT IN THE SW 1/4 NE 1/4 OF SECTION 3, T5S, R6W, U.S.B.&M., WHICH BEARS N23"16'04"W 3897.67' FROM THE SOUTHEAST CORNER OF SAID SECTION 3. THE SIDE LINES OF SAID DESCRIBED RIGHT-OF-WAY BEING SHORTENED OR ELONGATED TO MEET THE GRANTOR'S PROPERTY LINES. BASIS OF BEARINGS IS A G.P.S. CONTAINS 2.220 ACRES MORE OR LESS. OBSERVATION.

Exhibit E.2

Depictions of Access Road and Pipeline Corridor for LC Tribal #15-24D-46 Wellsite



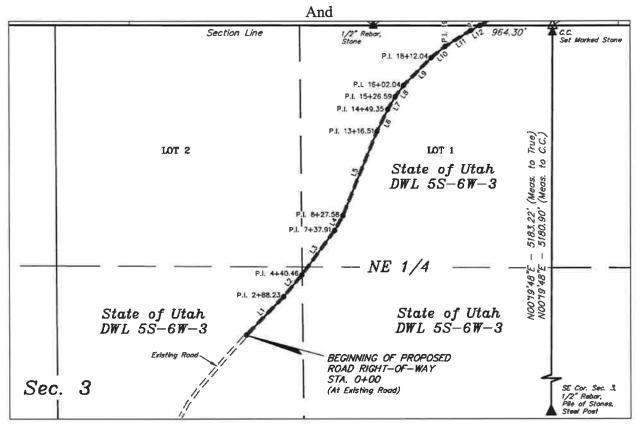
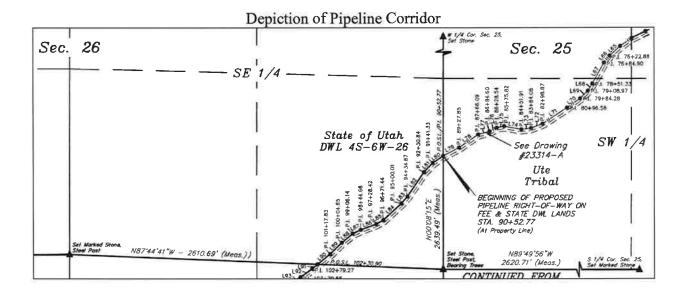


Exhibit E.2, cont'd
Depictions of Access Road and Pipeline Corridor for LC Tribal #15-24D-46 Wellsite



And

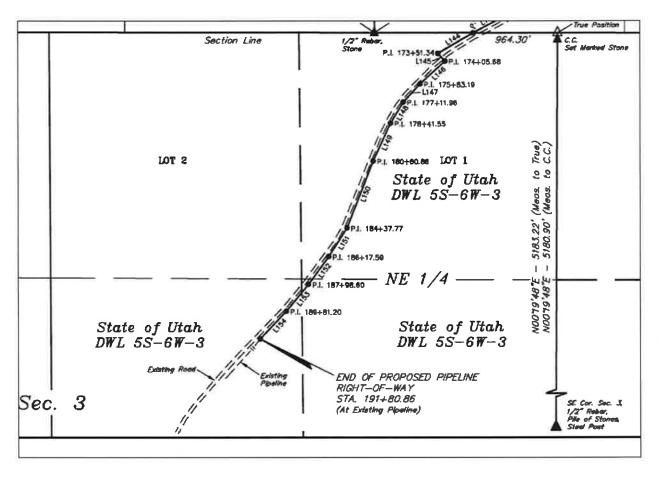


Exhibit F.1

Legal Descriptions of Access Road and Pipeline Corridor Centerlines for LC Tribal #4H-22-46 Wellsite

Access Road Corridor Centerline Description

ROAD RIGHT-OF-WAY DESCRIPTION ON STATE OF UTAH (DWR)

A 30' WIDE RIGHT-OF-WAY 15' ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE.

BEGINNING AT A POINT IN THE NW 1/4 SW 1/4 OF SECTION 14, T4S, R6W, U.S.B.&M. WHICH BEARS NO7'21'59"E 1492.91' FROM THE SOUTHWEST CORNER OF SAID SECTION 14, THENCE SO1'03'14"E 482.36'; THENCE S01'44'55"W 162.90'; THENCE S12'24'30"W 326.42'; THENCE S08'25'08"W 258.09'; THENCE S02'09'11"E 163.24'; THENCE S09'57'11"E 101.01'; TO A POINT ON THE SOUTH LINE OF THE SW 1/4 SW 1/4 OF SAID SECTION 14 WHICH BEARS S89'21'37"E 110.99' FROM THE SOUTHWEST CORNER OF SAID SECTION 14, THENCE S09'57'11"E 79.94'; THENCE S07'54'28"W 192.99'; THENCE S28'09'11"W 157.82'; THENCE S39'36'26"W 37.24' TO A POINT ON THE WEST LINE OF THE NW 1/4 OF THE NW 1/4 OF SECTION 23, T4S, R6W, U.S.B.&M. WHICH BEARS S00'00'18"E 438.97' FROM THE NORTHWEST CORNER OF SECTION 23. T4S, R6W, U.S.B.&M. THE SIDE LINES OF SAID DESCRIBED RIGHT—OF—WAY BEING SHORTENED OR ELONGATED TO MEET THE GRANTOR'S PROPERTY LINES. BASIS OF BEARINGS IS A G.P.S. OBSERVATION.—CONTAINS 1.351 ACRES MORE OR LESS.

Pipeline Corridor Centerline Description

PIPELINE RIGHT—OF—WAY DESCRIPTION ON STATE OF UTAH (DWR)

A 30' WIDE RIGHT-OF-WAY 15' ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE.

BEGINNING AT A POINT ON THE WEST LINE OF THE NW 1/4 NW 1/4 OF SECTION 23, T4S, R6W, U.S.B.&M. WHICH BEARS S00'00'18"E 399.76' FROM THE NORTHWEST CORNER OF SAID SECTION 23, THENCE N28'33'30"E 155.07'; THENCE N07°55'38"E 183.94'; THENCE N09°53'44"W 81.45' TO A POINT ON THE NORTH LINE OF THE NW 1/4 NW 1/4 OF SAID SECTION 23 WHICH BEARS S89°21'37"E 85.51' FROM THE NORTHWEST CORNER OF SAID SECTION 23, THENCE N09'53'44"W 98.44'; THENCE N02'09'09"W 167.08'; THENCE NO8'25'01"E 261.60'; THENCE N12°26'10"E 323.87'; THENCE N00"18'15"E 510.49'; THENCE N03°09'11"W 165.79'; THENCE N55°34'17"W 17.98'; THENCE N16°34'36"W 97.49'; THENCE N06"13'32"W 67.50'; THENCE N19"35'44"W 91.12'; THENCE N49'35'01"W 63.52'; THENCE S85'27'47"W 10.37' TO A POINT ON THE WEST LINE OF THE NW 1/4 SW 1/4 OF SECTION 14, T4S, R6W, U.S.B.&M. WHICH BEARS NO0'46'58"E 1810.96' FROM THE SOUTHWEST CORNER OF SAID SECTION 14. THE SIDE LINES OF SAID DESCRIBED THE SIDE LINES OF SAID DESCRIBED RIGHT-OF-WAY BEING SHORTENED OR ELONGATED TO MEET THE GRANTOR'S PROPERTY LINES. BASIS OF BEARINGS IS A G.P.S. OBSERVATION. CONTAINS 1.581 ACRES MORE OR LESS.

Exhibit F.2

Depictions of Access Road and Pipeline Corridors LC Tribal #4H-22-46 Wellsite

Depiction of Access Road Corridor

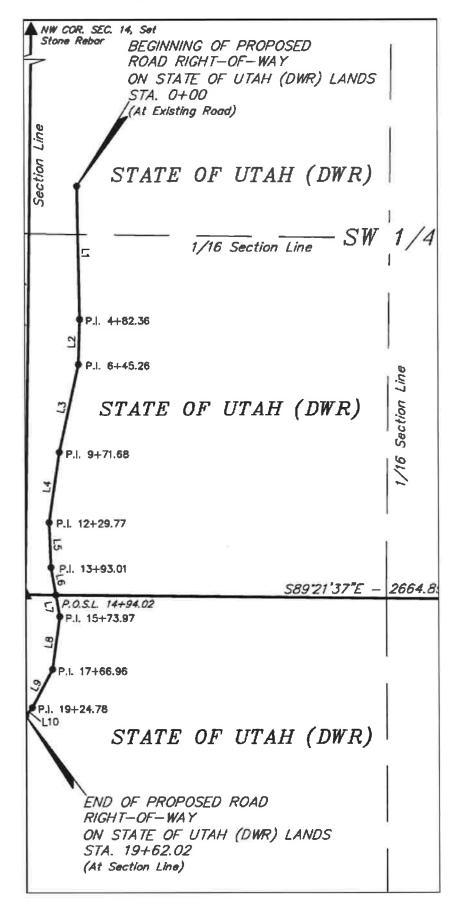


Exhibit F.2, cont'd

Depictions of Access Road and Pipeline Corridors LC Tribal #4H-22-46 Wellsite

Depiction of Pipeline Corridor

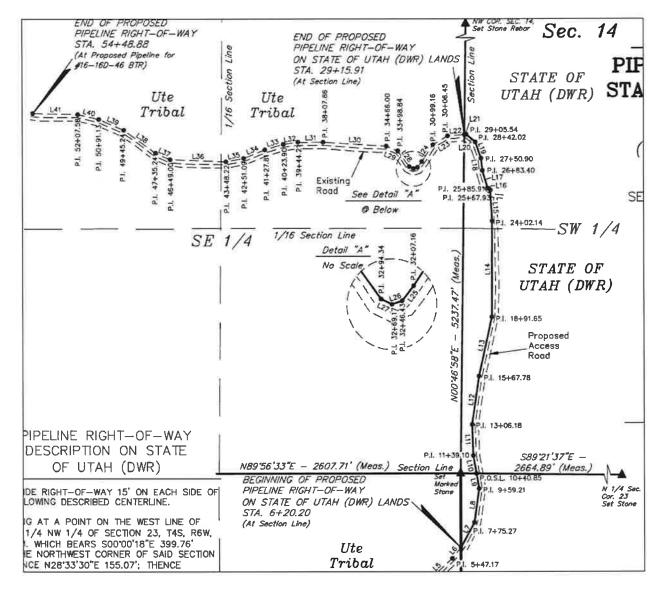


Exhibit G.1

Legal Descriptions of Access Road, Pipeline, and Powerline Corridor Centerlines for #16-25D-37 BTR Wellsite

Access Road Corridor Centerline Description

ROAD RIGHT-OF-WAY DESCRIPTION ON STATE OF UTAH (DWR) LANDS

A 30' WIDE RIGHT-OF-WAY 15' ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE.

BEGINNING AT A POINT IN THE SE 1/4 SW 1/4 OF SECTION 30, T3S, R6W, U.S.B.&M. WHICH BEARS N88'57'52"W 977.59' FROM THE SOUTH 1/4 CORNER OF SAID SECTION 30, THENCE S89'29'16"W 1553.50' TO A POINT ON THE WEST LINE OF THE SW 1/4 SW 1/4 OF SAID SECTION 30 WHICH BEARS N00'09'03"W 26.57' FROM THE SOUTHWEST CORNER OF SAID SECTION 30. THE SIDE LINES OF SAID DESCRIBED RIGHT—OF—WAY BEING SHORTENED OR ELONGATED TO MEET THE GRANTOR'S PROPERTY LINES. BASIS OF BEARINGS IS A G.P.S. OBSERVATION. CONTAINS 1.070 ACRES MORE OR LESS.

Pipeline Corridor Centerline Description

PIPELINE RIGHT-OF-WAY DESCRIPTION ON STATE OF UTAH (DWR) LANDS

A 30' WIDE RIGHT-OF-WAY 15' ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE.

BEGINNING AT A POINT ON THE WEST LINE OF THE SW 1/4 SW 1/4 OF SECTION 30, T3S, R6W, U.S.B.&M. WHICH BEARS NO0"09'03"W 51.35' FROM THE SOUTHWEST CORNER OF SAID SECTION 30, THENCE N89"28'43"E 1378.07'; THENCE N64"15'38"E 141.90' TO A POINT IN THE SE 1/4 SW 1/4 OF SAID SECTION 30 WHICH BEARS N84"16'38"W 1030.23' FROM THE SOUTH 1/4 CORNER OF SAID SECTION 30. THE SIDE LINES OF SAID DESCRIBED RIGHT—OF—WAY BEING SHORTENED OR ELONGATED TO MEET THE GRANTOR'S PROPERTY LINES. BASIS OF BEARINGS IS A G.P.S. OBSERVATION. CONTAINS 1.047 ACRES MORE OR LESS.

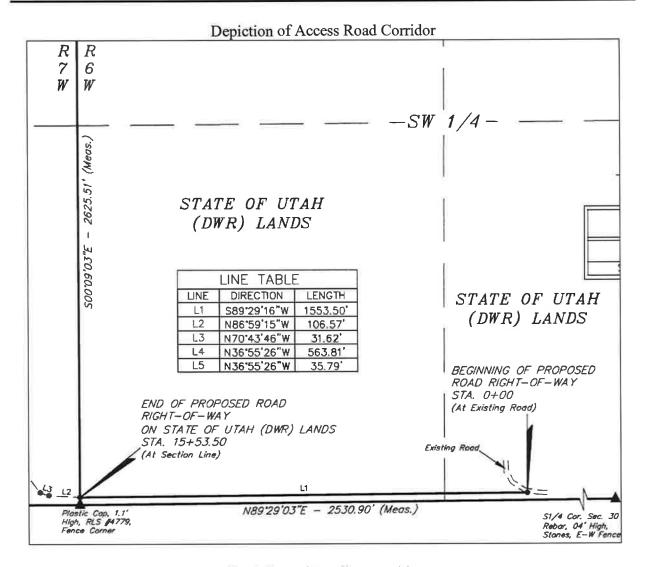
Powerline Corridor Centerline Description

POWER LINE RIGHT-OF-WAY DESCRIPTION ON STATE OF UTAH (DWR) LANDS

A 150' WIDE RIGHT-OF-WAY 75' ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE.

BEGINNING AT A POINT ON THE WEST LINE OF THE SW 1/4 SW 1/4 OF SECTION 30, T3S, R6W, U.S.B.&M. WHICH BEARS NO0°09'03"W 26.57' FROM THE SOUTHWEST CORNER OF SAID SECTION 30, THENCE N89°29'12"E 1438.14' TO A POINT IN THE SE 1/4 SW 1/4 OF SAID SECTION 30 WHICH BEARS N89°07'36"W 1092.90' FROM THE SOUTH 1/4 CORNER OF SAID SECTION 30. THE SIDE LINES OF SAID DESCRIBED RIGHT—OF—WAY BEING SHORTENED OR ELONGATED TO MEET THE GRANTOR'S PROPERTY LINES. BASIS OF BEARINGS IS A G.P.S. OBSERVATION. CONTAINS 4.952 ACRES MORE OR LESS.

Exhibit G.2
Depictions of Access Road, Pipeline, and Powerline Corridors for #16-25D-37 BTR Wellsite



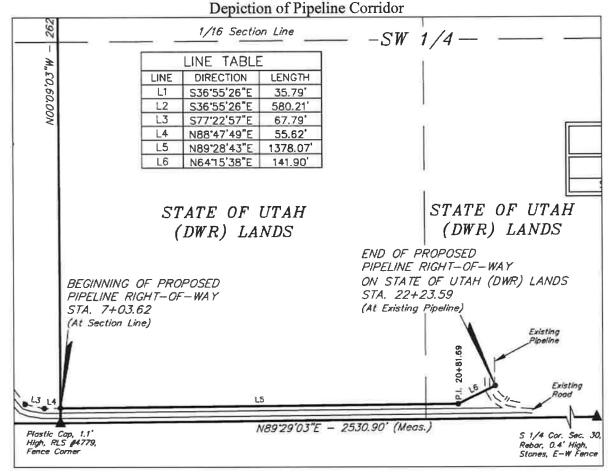


Exhibit G.2, cont'd

Depictions of Access Road, Pipeline, and Powerline Corridors for #16-25D-37 BTR Wellsite

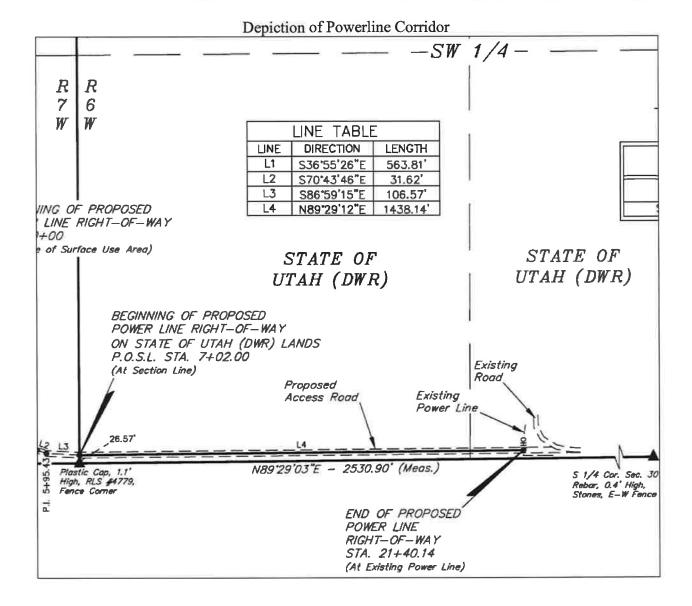


Exhibit H

Surface Use and Reclamation Plan for Lessee's Phase 9 Development Program, Lake Canyon and Tabby Mountain Areas, Duchesne County, Utah

[Attached]

Exhibit IReclamation Performance Bond Number LPM9062886

Bond Number LPM9062886

Easeme	ent Permit Bond
KNOW ALL MEN BY THESE PRESENTS, T	That We Bill Barrett Corporation
of _Denver, C	co
hereinafter referred to as the Principal, and	Fidelity and Deposit Company of Maryland
a corporation organized and existing under the l	laws of the State of Maryland
and authorized to do business in the State of	Utah as Surety, are held and firmly
Resources, 1594 W. Not herein after referred to as Obligee, in the sum o Nine and no/100 Dollars (\$156,999.00) lawful i	money of the United States of America be made, we bind ourselves, our executors, administrators,
LC Tribal #13H-23-46 & 16-23D-46 (well site, access at LC Tribal 16H-27-46 (well site, access at LC Tribal #13H-34-46 & 16-34D-46 (velt Tribal 15-24D-46 (access and pipeline LC Tribal 4H-22-46 (access and pipeline LC Tribal 13H-25-45 (pipeline corridor) 16-25D-37 BTR (access, pipeline & povenience)	Il site, includes pipeline and access corridors) ell site, access, loop road and pipeline corridors) and pipeline corridors) well site, access and pipeline corridors) ne corridors) e corridors)
NOW, THEREFORE, if said Principal shall fait requirements of the ordinance of said Oblisaid Obligee this obligation shall be null and void; otherwise	from any damage as hereinbefore stated, then
THIS BOND WILL continue in force until Febr Certificate signed by Principal and Surety.	ruary 16, 2013 and will continue with a Continuation
SIGNED, SEALED and DATED this 16th	day of February 2012
	Bill Barrett Corporation
	Principal
47	By: Mutat I had
C	Huntington T. Walker, Sr. Vice President - Land
	Fidelity and Deposit Company of Maryland
	By: Jan M. Jonest
	Jan M. Forrest , Attorney-in-Fact

Power of Attorney FIDELITY AND DEPOSIT COMPANY OF MARYLAND COLONIAL AMERICAN CASUALTY AND SURETY COMPANY

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, and the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, corporations of the State of Maryland, by DAVID S. HEWETT, Vice President, and GREGORY E. MURRAY, Assistant Secretary, in pursuance of antiority granted by Article VI, Section 2, of the By-Laws of said Companies, which are set forth on the coverse side hereof antiority granted by Article VI, Section 2, of the By-Laws of said Companies, which are set forth on the coverse side hereof antiority granted by Article VI, Section 2, of the By-Laws of said Companies, which are set forth on the coverse side hereof antiority granted by Article VI, Section 2, of the By-Laws of said Companies, which are set forth on the coverse side hereof antiority granted by English and appoint Scott 1, 1995T, Bret S. BURTON, Jana M. FORREST, Tim H. HEFFEL, Desiree E. WESTMORELAND, Kathleen A. SNYDER, dated June 19, 2008.

The said Assistant Secretary does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article VI, Section 2, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seals of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, and the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, this 9th day of March, A.D. 2009.

ATTEST:

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FIDELITY AND DEPOSIT COMPANY OF MARYLAND COLONIAL AMERICAN CASUALTY AND SURETY COMPANY



Gregot. Minny

By: Dairy D. Hew

Gregory E. Murray Assistant Secretary

David S. Hewett

Vice President

State of Maryland City of Baltimore }ss:

On this 9th day of March, A.D. 2009, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came DAVID S. HEWETT, Vice President, and GREGORY E. MURRAY, Assistant Secretary of the FIDELTY AND DEPOSIT COMPANY OF MARYLAND, and the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself deposeth and saith, that they are the said officers of the Companies aforesaid, and that the seals affixed to the preceding instrument is the Corporate Seals of said Companies, and that the said Corporate Seals and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

of rath

Constance a Dunn

Notary Public

Constance A. Dunn Notary I

My Commission Expires: July 14, 2011

POA-F 078-6692A

SURFACE USE PLAN

BILL BARRETT CORPORATION

<u>16-23D-46 LC Tribal</u>	13H-23-46 LC Tribal
SE SE, 1040' FSL & 671' FEL, Sec. 23, T4S-R6W (Surface)	SE SE, 1032' FSL and 685' FEL, Sec. 23, T4S-R6W (Surface)
SE SE, 810' FSL & 810' FEL, Sec. 23, T4S-R6W (Bottom Hole)	SW SW, 800' FSL and 800' FWL, Sec. 23, T4S-R6W (Bottom Hole)
Duchesne County, Utah	Duchesne County, Utah

The onsite inspection for this pad occurred on November 16, 2011. This is a new pad with two proposed wells. There were no plat changes or stipulations recommended during the onsite.

The excavation contractor would be provided with an approved copy of the surface use plan of operations before initiating construction.

1. Existing Roads:

- a. The proposed well site is located approximately 19 miles southwest of Duchesne, Utah. Maps and directions reflecting the route to the proposed well site are included (see Topographic maps A and B).
- b. The existing State Highway 191 would be utilized for 3.5 miles to the existing BBC maintained Skitzy Road that would be utilized for 6.6 miles.
- c. Project roads would require routine year-round maintenance to provide year-round access. Maintenance would include inspections, reduction of ruts and holes, maintenance to keep water off the road, replacement of surfacing materials, and clearing of sediment blocking ditches and culverts. Should snow removal become necessary, roads would be cleared with a motor grader and snow would be stored along the down gradient side to prohibit runoff onto the road. Aggregate would be used as necessary to maintain a solid running surface and minimize dust generation.
- d. Vehicle operators would obey posted speed restrictions and observe safe speeds commensurate with road and weather conditions. Travel would be limited to the existing access roads and proposed access road.
- e. The use of roads under State and Duchesne County Road Department maintenance are necessary to access the project area with no improvements proposed. No encroachment or pipeline crossing permits are required.
- f. All existing roads would be maintained and kept in good repair during all phases of operation.

Bill Barrett Corporation Surface Use Plan 16-23D-46/13H-23-46 LC Tribal Duchesne County, UT

2. Planned Access Road:

- a. Approximately 6434 feet of new access road trending north is planned from the applied for 15-24D-46 well site access road (see Topographic Map B1). There is also an additional 5813 feet of new access road (loop road) to be constructed from the existing Skitzy road (See Topographic Map B3).
- b. The planned access road would be constructed to a 30-foot ROW width with an 18-foot travel surface. See section 12.d. below for disturbance estimates.
- c. New road construction and improvements of existing roads would typically require the use of motor graders, crawler tractors, 10-yard end dump trucks, and water trucks. The standard methodology for building new roads involves the use of a crawler tractor or track hoe to windrow the vegetation to one side of the road corridor, remove topsoil to the opposing side of the corridor, and rough-in the roadway. This is followed by a grader or bulldozer to establish barrow ditches and crown the road surface. Where culverts are required, a track hoe or backhoe would trench the road and install the culverts. Some hand labor would be required when installing and armoring culverts. Road base or gravel in some instances would be necessary and would be hauled in and a grader used to smooth the running surface.
- d. The proposed road would be constructed to facilitate drainage, control erosion and minimize visual impacts by following natural contours where practical. No unnecessary side-casting of material would occur on steep slopes.
- e. A maximum grade of 10% would be maintained throughout the project with minimum cuts and fills, as necessary, to access the well.
- f. Excess rock from construction of the pad may be used for surfacing of the access road if necessary. Any additional aggregate necessary would be obtained from private or State of Utah lands in conformance with applicable regulations. Aggregate would be of sufficient size, type, and amount to allow all weather access and alleviate dust.
- g. Where topsoil removal is necessary, it would be windrowed (i.e. stockpiled/accumulated along the edge of the ROW and in a low row/pile parallel with the ROW) and re-spread over the disturbed area after construction and backfilling are completed. Vegetation removed from the disturbed area would also be re-spread to provide protection, nutrient recycling, and a seed source for reclamation.
- h. Turnouts are not proposed.
- i. No culverts or low-water crossings are anticipated. Adequate drainage structures, where necessary, would be incorporated into the remainder of the road to prevent soil erosion and accommodate all-weather traffic.

Bill Barrett Corporation Surface Use Plan 16-23D-46/13H-23-46 LC Tribal Duchesne County, UT

- j. No gates or cattle guards are anticipated at this time.
- k. Surface disturbance and vehicular travel would be limited to the approved location access road. Adequate signs would be posted, as necessary, to warn the public of project related traffic.
- All access roads and surface disturbing activities would conform to the appropriate standard, **no higher than necessary**, to accommodate their intended function adequately as outlined in the Bureau of Land Management and Forest Service publication: <u>Surface Operating Standards for Oil and Gas Exploration</u> and Development, Fourth Edition – Revised 2007.
- m. The operator would be responsible for all maintenance needs of the new access road.

3. <u>Location of Existing Wells (see One-Mile Radius Map):</u>

a. Following is a list of wells with surface hole locations within a one-mile radius of the proposed pad:

i.	water wells	none
ii.	injection wells	none
iii.	disposal wells	none
iv.	drilling wells	none
v.	temp shut-in wells	none
vi.	producing wells	none
vii.	abandoned wells	six

4. <u>Location of Production Facilities</u>

- a. Surface facilities would consist of a wellhead, separator, gas meter, combustor, (1) 500 gal methanol tank, (1) 500 glycol tank, (3) 500 bbl oil tanks, (1) 500 bbl water tank, (1) 500 bbl test tank, (1) 1000 gal propane tank, a pumping unit or Roto-flex unit or ESP or gas lift unit, electrical or with a natural gas or diesel fired motor, solar panels, solar chemical and methanol pumps and one trace pump. See attached proposed facility diagram.
- b. Most wells would be fitted with a pump jack or Roto-flex unit or ESP or gas lift to assist liquid production. The prime mover for pump jacks or Roto-flex units would be small (100 horsepower or less), electric motor or natural gas or diesel fired internal combustion engines. If a gas lift is installed, it would be set on a 10 ft x 25 ft pad and the prime mover would be a natural gas-fired internal combustion engine rated at 200 horsepower or less or an electric compressor of similar horsepower powered by electricity.
- c. The tank battery would be surrounded by a secondary containment berm of sufficient capacity to contain 1.1 times the entire capacity of the largest single tank and sufficient freeboard to contain precipitation. All loading lines and

Bill Barrett Corporation Surface Use Plan 16-23D-46/13H-23-46 LC Tribal Duchesne County, UT

valves would be placed inside the berm surrounding the tank battery or would utilize catchment basins to contain spills. All liquid hydrocarbon production and measurement shall conform to the provisions of 43 CFR 3162.7-2 and Onshore Oil and Gas Order No. 4 for the measurement of oil.

- d. Gas meter run(s) would be constructed and located on lease within 500 feet of the wellheads. Meter runs would be housed and/or fenced. As practicably feasible, meters would be equipped with remote telemetry monitoring systems. All gas production and measurement shall comply with the provisions of 43 CFR 3162.7-3, Onshore Oil and Gas Order No. 5, and American Gas Association (AGA) Report No. 3.
- e. A combustor may be installed at this location for control of associated condensate tank emissions. A combustor ranges from 24 inches to 48 inches wide and is approximately 27 ft tall. Combustor placement would be on existing disturbance.
- f. Approximately 6347 feet of pipeline corridor (see Topographic Map C) containing up to three lines (one gas pipeline up to 8 inch in diameter, one water line up to 4 inch in diameter and one residue line up to 4 inch in diameter) is proposed trending south to the applied for pipeline corridor for the 15-24D-46 LC Tribal. Pipelines would be constructed of steel, polyethylene or fiberglass and would connect to the proposed pipeline servicing nearby BBC wells. The pipeline crosses Ute Tribe surface and UDWR.
- g. The new segment of gas pipeline would be surface laid within a 30 foot wide pipeline corridor adjacent to the proposed access road. See 12.d below for disturbance estimates.
- h. Construction of the ROW would temporarily utilize the 30 foot disturbed width for the road for a total disturbed width of 60 foot for the road and pipeline corridors. The use of the proposed well site and access roads would facilitate the staging of the pipeline construction.
- i. Pipeline construction methods and practices would be planned and conducted by BBC with the objective of enhancing reclamation and fostering the reestablishment of the native plant community.
- j. All permanent above-ground structures would be painted a flat, non-reflective color, such as Beetle Green, to match the standard environmental colors. All facilities would be painted the designated color at the time of installation. Facilities required to comply with the Occupational Safety and Health Act (OSHA) may be excluded.
- k. Site security guidelines identified in 43 CFR 3162.7-5 and Onshore Oil and Gas Order No. 3 would be adhered to. Any modifications to proposed facilities would be reflected in the site security diagram submitted.

Bill Barrett Corporation Surface Use Plan 16-23D-46/13H-23-46 LC Tribal Duchesne County, UT

1. The site would require periodic maintenance to ensure that drainages are kept open and free of debris, and that surfaces are properly treated to reduce erosion, fugitive dust, and impacts to adjacent areas.

5. <u>Location and Type of Water Supply:</u>

a. Water for the drilling and completion would be trucked from any of the following locations:

Water Right No. and Application or Change No.	Applicant	Allocation	Date	Point of Diversion	Source
43-180	Duchesne City Water Service District	5 cfs	8/13/2004	Knight Diversion Dam	Duchesne River
43-1202, Change a13837	Myton City	5.49 cfr and 3967 acre feet	3/21/1986	Knight Diversion Dam	Duchesne River
43-10444, Appln A57477	Duchesne County Upper Country Water	2 cfs	1994	Ditch at Source	Cow Canyon Spring
43-10446, Appln F57432	Duchesne County Upper Country Water	1.58 cfs	1994	Ditch at Source	Cow Canyon Spring
43-1273, Appln A17462	J.J.N.P. Company	7 cfs	1946	Strawberry River	Strawberry River
43-1273, Appln t36590	J.J.N.P. Company	4 cfs	6/03/2010	Strawberry River	Strawberry River
43-2505, Appln t37379	McKinnon Ranch Properties, LC	1.3 cfs	4/28/2011	Pumped from Sec, 17, T4SR6W	Water Canyon Lake
43-12415, Change A17215a	Peatross Ranch, LLC	1.89 cfs	09/2011	Dugout Pond	Strawberry River

- b. No new water well is proposed with this application.
- c. Should additional water sources be pursued they would be properly permitted through the State of Utah Division of Water Rights.
- d. Water use would vary in accordance with the formations to be drilled but would be up to approximately 5.41 acre feet for drilling and completion operations.

6. Source of Construction Material:

- a. The use of materials would conform to 43 CFR 3610.2-3.
- b. No construction materials would be removed from the lease or EDA area.

Bill Barrett Corporation Surface Use Plan 16-23D-46/13H-23-46 LC Tribal Duchesne County, UT

c. If any additional gravel is required, it would be obtained from a local supplier having a permitted source of materials within the general area.

7. <u>Methods of Handling Waste Disposal:</u>

- a. All wastes associated with this application would be contained and disposed of utilizing approved facilities.
- b. The reserve pit would be constructed so as not to leak, break or allow any discharge.
- c. The reserve would be lined with 12 mil (minimum) thickness polyethylene nylon reinforced liner material. The liner(s) would overlay straw, dirt and/or bentonite if rock is encountered during excavation. The liner would overlap the pit walls and be covered with dirt and/or rocks to hold them in place. No trash, scrap pipe, or other materials that could puncture the liner would be discarded in the pit. A minimum of two feet of free board would be maintained between the maximum fluid level and the top of the reserve pit at all times.
- d. To deter livestock from entering the pit, the three sides exterior to the location would be fenced before drilling starts. Following the conclusion of drilling and completion activities, the fourth side would also be fenced.
- e. Drill cuttings would be contained in the pit and buried on-site for a period not to exceed six months, weather permitting
- f. Produced fluids from the well other than water would be decanted into steel test tank(s) until such time as construction of production facilities is completed. Any oil that may be accumulated would be transferred to a permanent production tank. Produced water may be used in further drilling and completion activities, evaporated in the pit, or would be hauled to one of the state-approved disposal facilities below:

Disposal Facilities

- 1. RNI Industries, Inc. Pleasant Valley Disposal Pits, Sec. 25, 26, 35 & 36, T4S-R3W
- 2. Pro Water LLC Blue Bench 13-1 Disposal Well (43-013-30971) NENE, Sec. 13, T3S-R5W
- 3. RN Industries, Inc. Bluebell Disposal Ponds, Sec. 2, 4 & 9, T2S-R2W
- 4. Water Disposal, Inc. Harmston 1-32-A1 Disposal Well (43-013-30224), UTR #00707, Sec. 32, T1S-R1W
- 5. Unified Water Pits Sec. 31, T2S-R4W
- 6. Iowa Tank Line Pits 8500 BLM Fence Road, Pleasant Valley
- 7. Western Water Solutions Sand Pass Ranch, Sections 9 and 10, T4S-R1W, permit #WD-01-2011

Bill Barrett Corporation Surface Use Plan 16-23D-46/13H-23-46 LC Tribal Duchesne County, UT

- g. Any salts and/or chemicals, which are an integral part of the drilling system, would be disposed of in the same manner as the drilling fluid.
- h. Any spills of oil, condensate, produced or frac water, drilling fluids, or other potentially deleterious substances would be recovered and either returned to its origin or disposed of at an approved disposal site, most likely in Duchesne, Utah.
- i. Chemicals on the EPA's Consolidated List of Chemicals subject to reporting under Title III of the Superfund Amendments and Reauthorization Act of 1986 (SARA) may be used or stored in quantities over reportable quantities. In the course of drilling, BBC could potentially store and use diesel fuel, sand (silica), hydrochloric acid, and CO₂ gas, all described as hazardous substances in 40 CFR Part 302, Section 302.4, in quantities exceeding 10,000 pounds. In addition, natural gas condensate and crude oil and methanol may be stored or used in reportable quantities. Small quantities of retail products (paint/spray paints, solvents {e.g., WD-40}, and lubrication oil) containing non-reportable volumes of hazardous substances may be stored and used on site at any time. No extremely hazardous substances, as defined in 40 CFR 355, would be used, produced, stored, transported or disposed of in association with the drilling, testing or completion of the wells.
- j. Portable toilets and trash containers would be located onsite during drilling and completion operations. A commercial supplier would install and maintain portable toilets and equipment and would be responsible for removing sanitary waste. Sanitary waste facilities (i.e. toilet holding tanks) would be regularly pumped and their contents disposed of at approved sewage disposal facilities in Duchesne, and/or Uintah Counties, in accordance with applicable rules and regulations regarding sewage treatment and disposal. Accumulated trash and nonflammable waste materials would be hauled to an approved landfill once a week or as often as necessary. All debris and waste materials not contained in the trash containers would be cleaned up, removed from the construction ROW, well pad, or worker housing location, and disposed of at an approved landfill. Trash would be cleaned up everyday.
- k. Sanitary waste equipment and trash bins would be removed from the Project Area upon completion of access road or pipeline construction; following drilling and completion operations at an individual well pad; when worker housing is no longer needed; or as required.
- 1. A flare pit may be constructed a minimum of 110' from the wellhead(s) and may be used during completion work. In the event a flare pit proves to be unworkable, a temporary flare stack or open top tank would be installed. BBC would flow back as much fluid and gas as possible into pressurized vessels, separating the fluids from the gas. In some instances, due to the completion fluids utilized within the Project Area, it is not feasible to direct the flow stream from the wellbore through pressurized vessels. In such instances BBC proposes to direct the flow to the open top tanks until flow through the pressurized vessels is feasible. At which point the fluid would either be returned to the reserve pit or

Bill Barrett Corporation Surface Use Plan 16-23D-46/13H-23-46 LC Tribal Duchesne County, UT

placed into a tank(s). The gas would be directed to the flare pit, flare stack (each with a constant source of ignition), or may be directed into the sales pipeline.

m. Hydrocarbons would be removed from the reserve pit would as soon as practical. In the event immediate removal is not practical, the reserve pit would be flagged overhead or covered with wire or plastic mesh to protect migrating birds.

8. <u>Ancillary Facilities:</u>

- a. Garbage containers and portable toilets would be located on the well pad.
- b. On well pads where active drilling and completion is occurring, temporary housing would be provided on location for the well pad supervisor, geologist, tool pusher, and others that are required to be on location at all times. The well pad could include up to five single wide mobile homes or fifth wheel campers/trailers.
- c. A powerline is not proposed at this time.

9. Well Site Layout:

- a. The well would be properly identified in accordance with 43 CFR 3162.6.
- b. The pad layout, cross section diagrams and rig layout are enclosed (see Figures 1 and 2).
- c. The pad and road designs are consistent with industry specifications.
- d. The pad has been staked at its maximum size of 400 feet x 305 feet with an inboard reserve pit size of 205 feet x 100 feet x 8 feet deep. See section 12.d below for disturbance estimates.
- e. Within the approved well pad location, a crawler tractor would strip whatever topsoil is present and stockpile it along the edge of the well pad for use during reclamation. Vegetation would be distributed along the sides of the well pad.
- f. Fill from pit excavation would be stockpiled along the edge of the pit and the adjacent edge of the well pad.
- g. Use of erosion control measures, including proper grading to minimize slopes, diversion terraces and ditches, mulching, terracing, riprap, fiber matting, temporary sediment traps, and broad-based drainage dips or low water crossings would be employed by BBC as necessary and appropriate to minimize erosion and surface runoff during well pad construction and operation. Cut and fill slopes would be constructed such that stability would be maintained for the life of the activity.

Bill Barrett Corporation Surface Use Plan 16-23D-46/13H-23-46 LC Tribal Duchesne County, UT

- h. All cut and fill slopes would be such that stability can be maintained for the life of the activity.
- i. Diversion ditches would be constructed, if necessary, around the well site to prevent surface waters from entering the well site area.
- j. Water application may be implemented if necessary to minimize the amount of fugitive dust.
- k. All surface disturbing activities would be supervised by a qualified, responsible company representative who is aware of the terms and conditions of the APD and specifications in the approved plans.

10. Plan for Restoration of the Surface:

- a. A site specific reclamation plan would be submitted, if requested, within 90 days of location construction to the surface managing agency.
- b. Site reclamation would be accomplished for portions of the well pad not required for the continued operation of the well on this pad within six months of completion, weather permitting.
- c. The operator would control noxious weeds along access road use authorizations and well site by spraying or mechanical removal, according to the Utah Noxious Weed Act and as set forth in the approved surface damage agreements.
- d. Rat and mouse holes would be filled and compacted from bottom to top immediately upon release of the drilling rig from location. Upon well completion, any hydrocarbons in the pit shall be removed in accordance with 43 CFR 3162.7-1. The reserve pit would be allowed to dry prior to the commencement of backfilling work. No attempts would be made to backfill the reserve pit until it is free of standing water. Once dry, the liner would be torn and perforated before backfilling.
- e. The reserve pit and that portion of the location not needed for production facilities/operations would be recontoured to the approximate natural contours. Areas not used for production purposes would be backfilled and blended into the surrounding terrain, reseeded and erosion control measures installed. Mulching, erosion control measures and fertilization may be required to achieve acceptable stabilization. Back slopes and fore slopes would be reduced as practical and scarified with the contour. The reserved topsoil would be evenly distributed over the slopes and scarified along the contour. Slopes would be seeded with the Ute Tribe specified seed mix.
- f. Topsoil salvaged from the drill site and stored for more than one year would be placed at the location indicated on the well site layout drawing and graded to a depth optimum to maintain topsoil viability, seeded with the Ute Tribe

Bill Barrett Corporation Surface Use Plan 16-23D-46/13H-23-46 LC Tribal Duchesne County, UT

prescribed seed mixture and covered with mulch for protection from wind and water erosion and to discourage the invasion of weeds.

11. <u>Surface and Mineral Ownership:</u>

- a. Surface ownership
 - 1. Wellpad and Portions of Road and Pipeline: Utah Division of Wildlife Resources
 - 2. Portions of Road and Pipeline: Ute Indian Tribe - 988 South 7500 East; Ft. Duchesne, Utah 84026; 435-725-4982.
- b. Mineral ownership Ute Indian Tribe 988 South 7500 East; Ft. Duchesne, Utah 84026; 435-725-4982.

12. <u>Other Information:</u>

a. Montgomery Archeological Consultants has conducted a Class III archeological survey. A copy of the report has been submitted under separate cover to the appropriate agencies by Montgomery as report 11-280 dated 09/27/2011.

BBC would require that their personnel, contractors, and subcontractors to comply with Federal regulations intended to protect archeological and cultural resources.

- b. Project personnel and contractors would be educated on and subject to the following requirements:
 - No dogs or firearms within the Project Area.
 - No littering within the Project Area.
 - Smoking within the Project Area would only be allowed in off-operator active locations or in specifically designated smoking areas. All cigarette butts would be placed in appropriate containers and not thrown on the ground or out windows of vehicles; personnel and contractors would abide by all fire restriction orders.
 - Campfires or uncontained fires of any kind would be prohibited.
 - Portable generators used in the Project Area would have spark arrestors.

c. Disturbance estimates:

Approximate Acreage Disturbances

Well Pad		3.667	acres
Access	12,247 feet	8.434	acres
Pipeline	6,347 feet	4.371	acres

Total 16.472 acres

Bill Barrett Corporation Surface Use Plan 16-23D-46/13H-23-46 LC Tribal Duchesne County, UT

OPERATOR CERTIFICATION

Certification:

I hereby certify that I, or someone under my direction supervision, have inspected the drill site and access route proposed herein; that I am familiar with the conditions which currently exist; that I have full knowledge of state and Federal laws applicable to this operation; that the statements made in this APD package are, to the best of my knowledge, true and correct; and that the work associated with the operations proposed herein would be performed in conformity with this APD package and the terms and conditions under which it is approved. I also certify that I, or the company I represent, am responsible for the operations conducted under this application and that bond coverage is provided under Bill Barrett Corporations federal nationwide bond. These statements are subject to the provisions of 18 U.S.C. 1001 for the filings of false statements.

Executed this

1st day of May 201

Name:

Venessa Langmacher

Position Title:

Senior Permit Analyst

Address:

1099 18th Street, Suite 2300, Denver, CO 80202

Telephone:

303-312-8172

E-mail:

vlangmacher@billbarrettcorp.com

Field Representative

Kary Eldredge / Bill Barrett Corporation

Address:

1820 W. Highway 40, Roosevelt, UT 84066

Telephone:

435-725-3515 (office); 435-724-6789 (mobile)

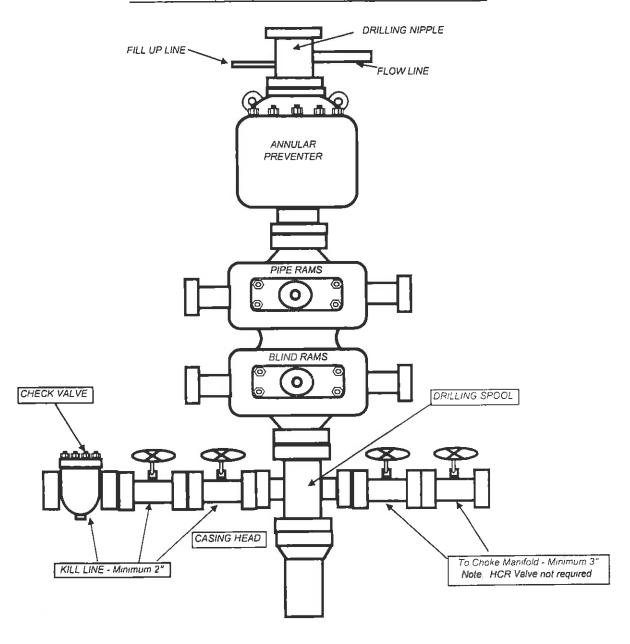
E-mail:

keldredge@billbarrettcorp.com

Venessa Langmacher, Senior Permit Analyst

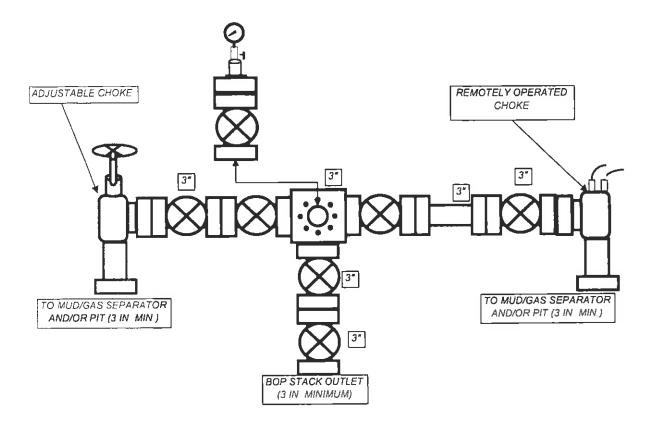
BILL BARRETT CORPORATION

TYPICAL 5,000 p.s.i. BLOWOUT PREVENTER



BILL BARRETT CORPORATION

TYPICAL 5,000 p.s.i. CHOKE MANIFOLD





May 1, 2012

Ms. Diana Mason, Petroleum Technician State of Utah Division of Oil, Gas and Mining 1594 West North Temple, Suite 1210 P. O. Box 145801 Salt Lake City, Utah 84114-5801

RE: Horizontal Drilling

LC Tribal # 13H-23-46

Section 23, T4S-R6W, U.S.B.&M.

Duchesne County, Utah

Surface Hole Location: 1032' FSL & 685' FEL, SESE, 23-T4S-R6W, USB&M Bottom Hole Location: 800' FSL & 800' FWL, SWSW, 23-T4S-R6W, USB&M

Dear Ms. Mason:

Pursuant to the filing of Bill Barrett Corporation's ("BBC") Application for Permit to Drill ("APD") regarding the above-referenced well, we are hereby submitting this letter in accordance with Oil & Gas Conservation Order 139-87 pertaining to a 640 acre spacing unit for a horizontal or vertical well.

- Tribal Exploration and Development Agreement #14-20-H62-5500, which includes all
 of the subject Section 23 and other lands, allows for the drilling of the #13H-23-46 well.
- Once the well has been drilled and completed BBC will earn the tribal lease covering 640 acres being further described in the Exploration and Development Agreement.
- The LC Tribal #13H-23-46 will be perforated no less than 660 feet from the Section 23 Tribal Lease boundary, in accordance with UDOGM Order #139-87.

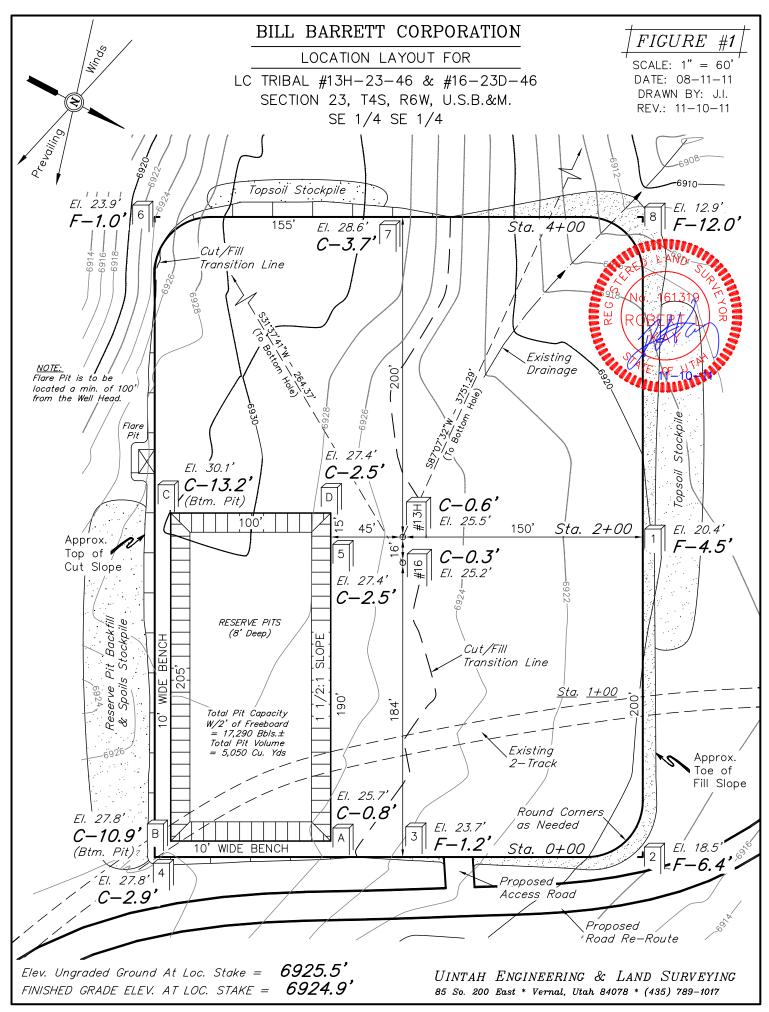
Based on the information provided, BBC requests that the permit be granted pursuant to Order #139-87. If you should have any questions or need further information, please contact me at 303-312-8544.

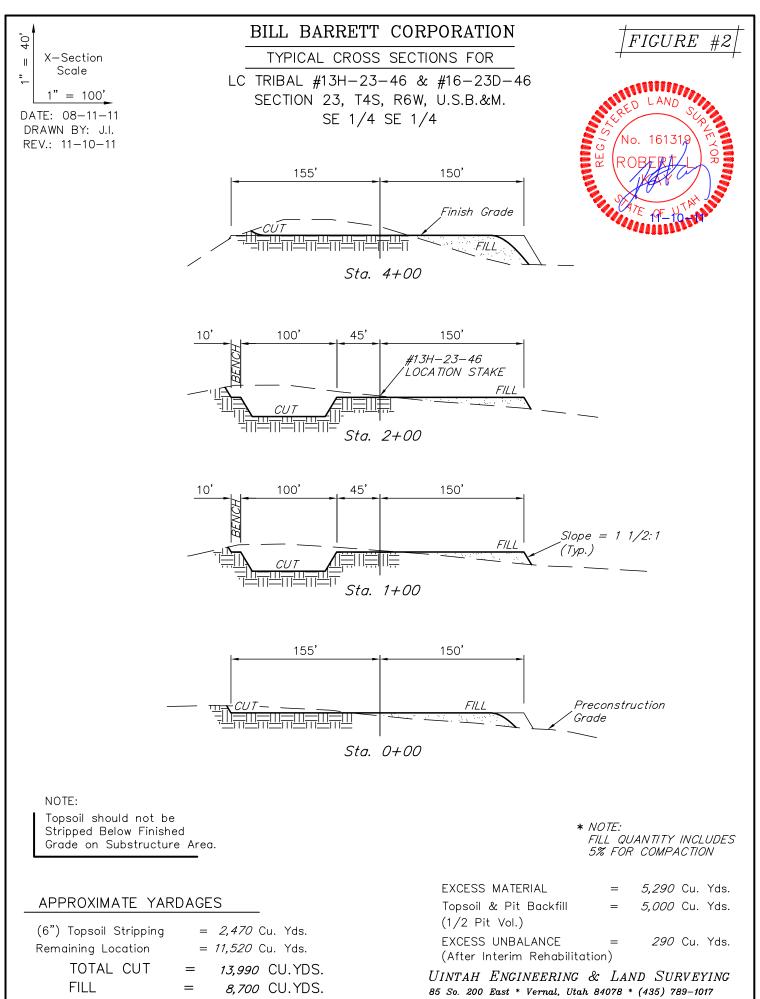
Sincerely,

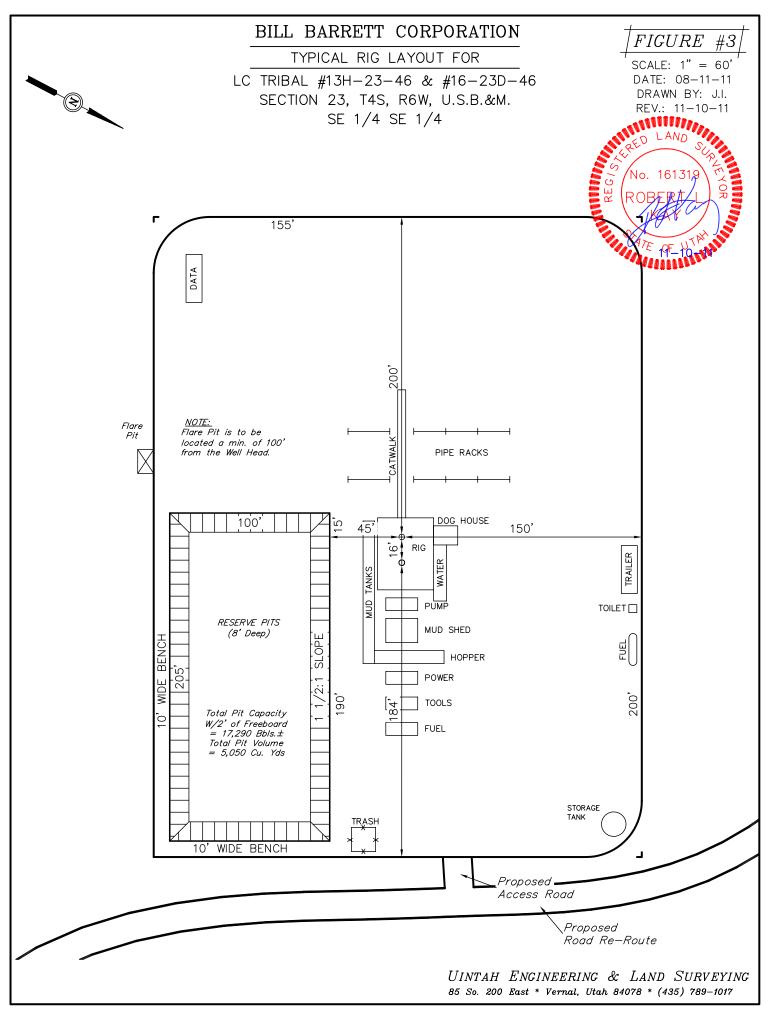
BILL BARRETT CORPORATION

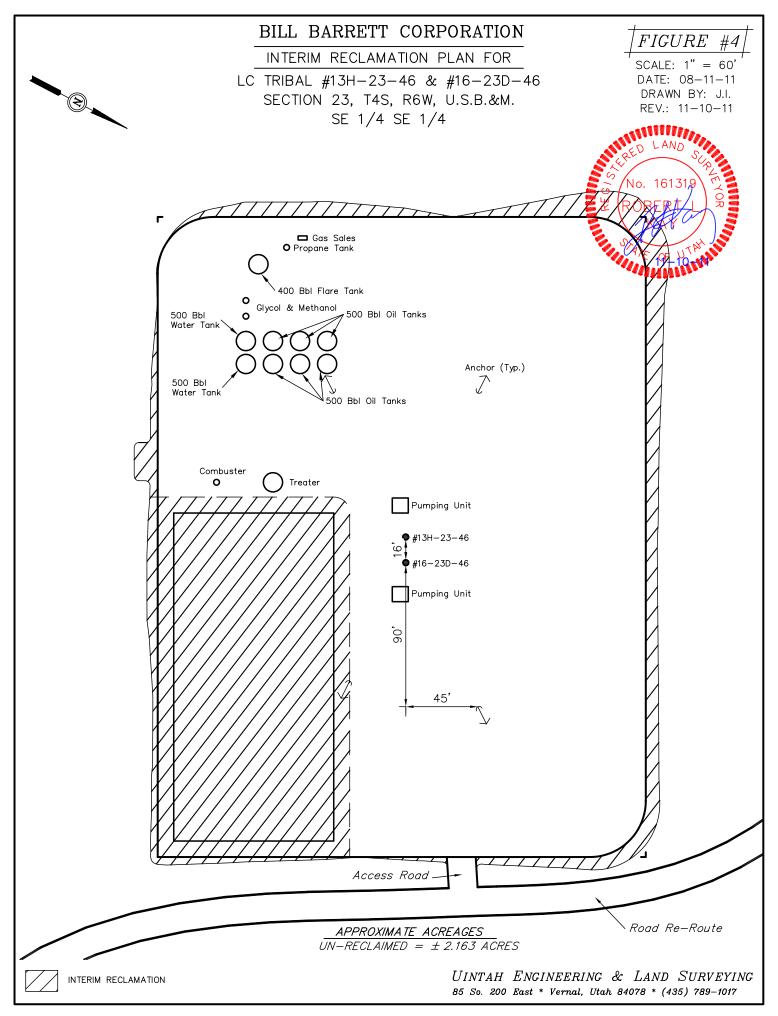
David Watts Landman

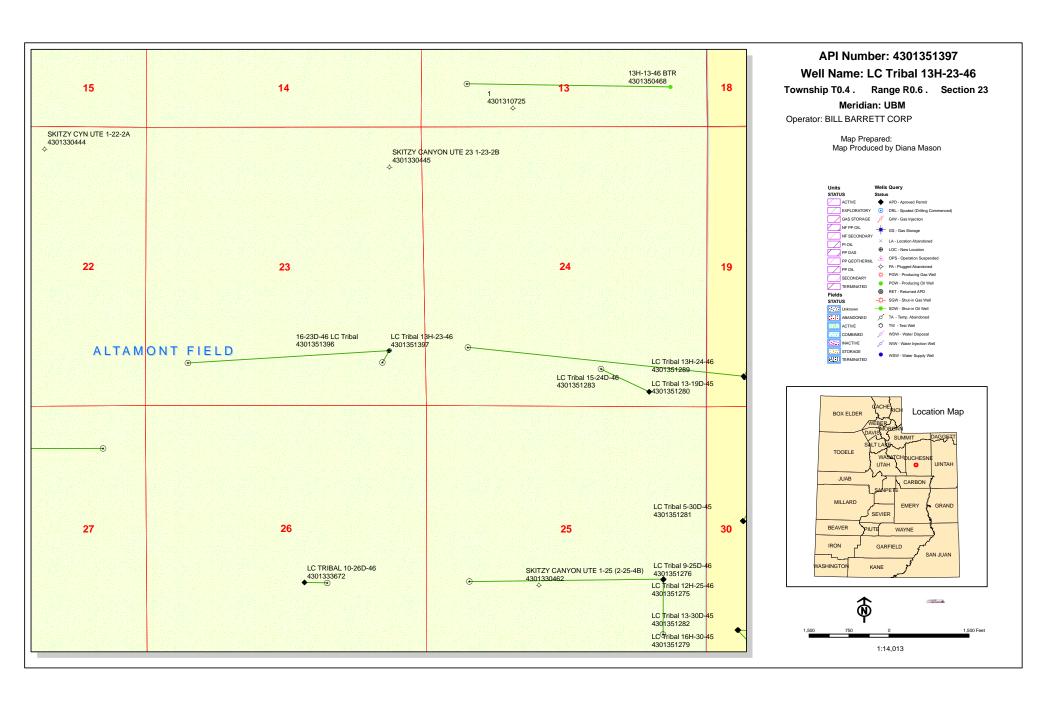
> 1099 18TH STREET SUITE 2300 DENVER, CO 80202 P 303.293.9100 F 303.291.0420











ON-SITE PREDRILL EVALUATION

Utah Division of Oil, Gas and Mining

OperatorBILL BARRETT CORPWell NameLC Tribal 13H-23-46

API Number 43013513970000 APD No 5793 Field/Unit ALTAMONT

Location: 1/4,1/4 SESE Sec 23 Tw 4.0S Rng 6.0W 1032 FSL 685 FEL

GPS Coord (UTM) Surface Owner

Participants

Don Hamilton (permit contractor), Terra Miller (land contractor), Kary Eldredge and Zack Garner (BBC), Trevor Anderson (UELS)

Regional/Local Setting & Topography

This proposed well sits on top a large ridge at a point approximately 3 miles to the west of Indian Canyon. The area is known as Skitzy. The ridge slopes north ward and drains toward the east and west to drainage canyons which then flow north toward Starvation Reservoir. Duchesne, Utah is approximately 6 miles north east.

Surface Use Plan

Current Surface Use

Wildlfe Habitat

New Road Miles Src Const Material Surface Formation

1.22 Width 305 Length 400 Onsite UNTA

Ancillary Facilities N

Waste Management Plan Adequate? Y

Environmental Parameters

Affected Floodplains and/or Wetlands N

Flora / Fauna

Sage, grasses

Soil Type and Characteristics

Fractured rock on surface

Erosion Issues N

Sedimentation Issues N

Site Stability Issues N

Drainage Diverson Required? N

Berm Required? N

Erosion Sedimentation Control Required? N

RECEIVED: August 27, 2012

Paleo Survey Run? N Paleo Potental Observed? N Cultural Survey Run? Y Cultural Resources? N

Reserve Pit

Site-Specific Factors

Site Ranking

Distance to Groundwater (feet)
Distance to Surface Water (feet)
Dist. Nearest Municipal Well (ft)
Distance to Other Wells (feet)
Native Soil Type
Fluid Type
Drill Cuttings
Annual Precipitation (inches)
Affected Populations
Presence Nearby Utility Conduits
Final Score

Sensitivity Level

Characteristics / Requirements

The proposed reserve pit is 205ft x 100ft x 8ft deep. According to Kary Eldredge of BBC a minimum 16 mil liner will be used for this pit. This appears adequate for this site.

Closed Loop Mud Required? N Liner Required? Y Liner Thickness 16 Pit Underlayment Required? Y

Other Observations / Comments

Richard Powell **Evaluator**

7/19/2012

Date / Time

RECEIVED: August 27, 2012

Application for Permit to Drill Statement of Basis

Utah Division of Oil, Gas and Mining

APD No	API WellNo	Status	Well Type	Surf Owner	CBM
5793	43013513970000	LOCKED	OW	S	No
Operator	BILL BARRETT CORP		Surface Owner-APD		
Well Name	LC Tribal 13H-23-46		Unit		
Field	ALTAMONT		Type of Work	DRILL	
Location	SESE 23 4S 6W U (UTM) 540610E 44405	1032 FSL 532N	685 FEL GPS Coord		

Geologic Statement of Basis

The mineral rights for the proposed well are owned by the Ute Tribe. The BLM will be the agency responsible for evaluating and approving the drilling, casing and cement programs.

Brad Hill 7/30/2012 **APD Evaluator Date / Time**

Surface Statement of Basis

This well is on DWR surface with Indian Minerals. This proposed 2 well pad is to be shared with the LC Triba 16-23D-46. DWR representatives Ben Williams and Alex Hansen were both invited to this onsite but were not able to attend. Mr. Hansen visited the site later and then sent the following email request regarding this site, "I took a look at the well pad as staked and would like to see it moved to the east out of the view shed of the larger section of the new chaining. This would put it into view of the smaller piece of chaining on the other side of the road but should minimize impacts to wintering elk. Ideally the shift would cross the road to the east and lower the pad below the road." Mr. Hansen also stated that the DWR is requesting the stipulation that no construction or drilling take place from December 1 to April 15 in order to protect wintering elk and deer.

Kary Eldredge stated that Bill Barrett will use a minimum 16 mil liner and felt sub liner. This appears to be a stable site and a good site for placement of this well.

Richard Powell 7/19/2012
Onsite Evaluator Date / Time

Conditions of Approval / Application for Permit to Drill

Category	Condition
Pits	A synthetic liner with a minimum thickness of 16 mils with a felt subliner shall be properly installed and maintained in the reserve pit.
Surface	The well site shall be bermed to prevent fluids from leaving the pad.
Surface	Drainages adjacent to the proposed pad shall be diverted around the location.
Surface	The reserve pit shall be fenced upon completion of drilling operations.

RECEIVED: August 27, 2012

WORKSHEET APPLICATION FOR PERMIT TO DRILL

APD RECEIVED: 5/2/2012 API NO. ASSIGNED: 43013513970000

WELL NAME: LC Tribal 13H-23-46

OPERATOR: BILL BARRETT CORP (N2165) PHONE NUMBER: 303 312-8172

CONTACT: Venessa Langmacher

PROPOSED LOCATION: SESE 23 040S 060W Permit Tech Review:

> SURFACE: 1032 FSL 0685 FEL **Engineering Review:**

> BOTTOM: 0800 FSL 0800 FWL **Geology Review:**

COUNTY: DUCHESNE

LATITUDE: 40.11412 LONGITUDE: -110.52345 UTM SURF EASTINGS: 540610.00 NORTHINGS: 4440532.00

FIELD NAME: ALTAMONT LEASE TYPE: 2 - Indian

LEASE NUMBER: 20G0005500 PROPOSED PRODUCING FORMATION(S): GREEN RIVER

SURFACE OWNER: 3 - State **COALBED METHANE: NO**

RECEIVED AND/OR REVIEWED: LOCATION AND SITING:

✓ PLAT R649-2-3.

Bond: INDIAN - LPM8874725 Unit:

Potash R649-3-2. General

Oil Shale 190-5

Oil Shale 190-3 R649-3-3. Exception

Oil Shale 190-13 **Drilling Unit**

Board Cause No: Cause 139-87 Water Permit: 43-180

Effective Date: 12/6/2011 **RDCC Review:**

Siting: 4 Prod LGRRV-WSTC Per Sectional Drilling Units Fee Surface Agreement

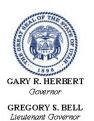
Intent to Commingle R649-3-11. Directional Drill

Commingling Approved

Comments: Presite Completed

4 - Federal Approval - dmason 5 - Statement of Basis - bhill Stipulations:

27 - Other - bhill



State of Utah

DEPARTMENT OF NATURAL RESOURCES

MICHAEL R. STYLER
Executive Director

Division of Oil, Gas and Mining

JOHN R. BAZA
Division Director

Permit To Drill

Well Name: LC Tribal 13H-23-46

API Well Number: 43013513970000

Lease Number: 20G0005500

Surface Owner: STATE
Approval Date: 8/27/2012

Issued to:

BILL BARRETT CORP, 1099 18th Street Ste 2300, Denver, CO 80202

Authority:

Pursuant to Utah Code Ann. 40-6-1 et seq., and Utah Administrative Code R649-3-1 et seq., the Utah Division of Oil, Gas and Mining issues conditions of approval, and permit to drill the listed well. This permit is issued in accordance with the requirements of Cause 139-87. The expected producing formation or pool is the GREEN RIVER Formation(s), completion into any other zones will require filing a Sundry Notice (Form 9). Completion and commingling of more than one pool will require approval in accordance with R649-3-22.

Duration:

This approval shall expire one year from the above date unless substantial and continuous operation is underway, or a request for extension is made prior to the expiration date

General:

Compliance with the requirements of Utah Admin. R. 649-1 et seq., the Oil and Gas Conservation General Rules, and the applicable terms and provisions of the approved Application for permit to drill.

Conditions of Approval:

State approval of this well does not supercede the required federal approval, which must be obtained prior to drilling.

Compliance with the Conditions of Approval/Application for Permit to Drill outlined in the Statement of Basis (copy attached).

In accordance with Utah Admin. R.649-3-21, the operator shall submit a complete angular deviation and directional survey report to the Division within 30 days following completion of the well.

Notification Requirements:

The operator is required to notify the Division of Oil, Gas and Mining of the following actions during drilling of this well:

• Within 24 hours following the spudding of the well - contact Carol Daniels at 801-538-5284

(please leave a voicemail message if not available) OR

submit an electronic sundry notice (pre-registration required) via the Utah Oil & Gas website

at http://oilgas.ogm.utah.gov

Reporting Requirements:

All reports, forms and submittals as required by the Utah Oil and Gas Conservation General Rules will be promptly filed with the Division of Oil, Gas and Mining, including but not limited to:

- Entity Action Form (Form 6) due within 5 days of spudding the well
- Monthly Status Report (Form 9) due by 5th day of the following calendar month
 - Requests to Change Plans (Form 9) due prior to implementation
 - Written Notice of Emergency Changes (Form 9) due within 5 days
- Notice of Operations Suspension or Resumption (Form 9) due prior to implementation
 - Report of Water Encountered (Form 7) due within 30 days after completion
- Well Completion Report (Form 8) due within 30 days after completion or plugging

Approved By:

For John Rogers Associate Director, Oil & Gas Sundry Number: 40142 API Well Number: 43013513970000

				0	
	STATE OF UTAH			FOI	RM 9
DEPARTMENT OF NATURAL RESOURCES DIVISION OF OIL, GAS, AND MINING				5.LEASE DESIGNATION AND SERIAL NUMI 2OG0005500	BER:
SUNDR	Y NOTICES AND REPORTS	ON	WELLS	6. IF INDIAN, ALLOTTEE OR TRIBE NAME: Uintah	
	posals to drill new wells, significantly reenter plugged wells, or to drill horizo n for such proposals.			7.UNIT or CA AGREEMENT NAME:	
1. TYPE OF WELL Oil Well				8. WELL NAME and NUMBER: LC TRIBAL 13H-23-46	
2. NAME OF OPERATOR: BILL BARRETT CORP				9. API NUMBER: 43013513970000	
3. ADDRESS OF OPERATOR: 1099 18th Street Ste 2300	, Denver, CO, 80202		DNE NUMBER: 312-8134 Ext	9. FIELD and POOL or WILDCAT: ALTAMONT	
4. LOCATION OF WELL FOOTAGES AT SURFACE: 1032 FSL 0685 FEL				COUNTY: DUCHESNE	
QTR/QTR, SECTION, TOWNSH Qtr/Qtr: SESE Section: 2	HIP, RANGE, MERIDIAN: 3 Township: 04.0S Range: 06.0W Merio	dian:	U	STATE: UTAH	
11. CHEC	K APPROPRIATE BOXES TO INDICA	TE N	ATURE OF NOTICE, REPOR	RT, OR OTHER DATA	
TYPE OF SUBMISSION			TYPE OF ACTION		
	ACIDIZE		ALTER CASING	CASING REPAIR	
NOTICE OF INTENT Approximate date work will start:	CHANGE TO PREVIOUS PLANS		CHANGE TUBING	CHANGE WELL NAME	
8/27/2014	CHANGE WELL STATUS		COMMINGLE PRODUCING FORMATIONS	CONVERT WELL TYPE	
SUBSEQUENT REPORT	DEEPEN		FRACTURE TREAT	NEW CONSTRUCTION	
Date of Work Completion:	OPERATOR CHANGE		PLUG AND ABANDON	PLUG BACK	
			RECLAMATION OF WELL SITE	RECOMPLETE DIFFERENT FORMATION	
SPUD REPORT Date of Spud:	PRODUCTION START OR RESUME				
Date of Spud.	REPERFORATE CURRENT FORMATION		SIDETRACK TO REPAIR WELL	☐ TEMPORARY ABANDON	
	L TUBING REPAIR	\	VENT OR FLARE	WATER DISPOSAL	
DRILLING REPORT Report Date:	WATER SHUTOFF	؛ لــا	SI TA STATUS EXTENSION	✓ APD EXTENSION	
	WILDCAT WELL DETERMINATION		OTHER	OTHER:	
	COMPLETED OPERATIONS. Clearly show				
BBC nereby req	uests an extension on this A 8/27/2013	טץ	wnich expires on	Approved by the Utah Division of Oil, Gas and Mining	
				Date: July 17, 2013	
				P. 00-01/00	-
				By:	-
NAME (PLEASE PRINT) Christina Hirtler	PHONE NUMB 303 312-8597	ER	TITLE Administrative Assistant		\neg
SIGNATURE	000 012-0001	DATE		-	
N/A			7/16/2013		

Sundry Number: 40142 API Well Number: 43013513970000



The Utah Division of Oil, Gas, and Mining

- State of Utah
- Department of Natural Resources

Electronic Permitting System - Sundry Notices

Request for Permit Extension Validation Well Number 43013513970000

API: 43013513970000 **Well Name:** LC TRIBAL 13H-23-46

Location: 1032 FSL 0685 FEL QTR SESE SEC 23 TWNP 040S RNG 060W MER U

Company Permit Issued to: BILL BARRETT CORP

Date Original Permit Issued: 8/27/2012

The undersigned as owner with legal rights to drill on the property as permitted above, hereby verifies that the information as submitted in the previously approved application to drill, remains valid and does not require revision. Following is a checklist of some items related to the application, which should be verified.

·····
 If located on private land, has the ownership changed, if so, has the surface agreement been updated? Yes No
 Have any wells been drilled in the vicinity of the proposed well which would affect the spacing or siting requirements for this location? Yes No
 Has there been any unit or other agreements put in place that could affect the permitting or operation of this proposed well? Yes No
 Have there been any changes to the access route including ownership, or rightof- way, which could affect the proposed location? Yes No
• Has the approved source of water for drilling changed? 🔘 Yes 📵 No
 Have there been any physical changes to the surface location or access route which will require a change in plans from what was discussed at the onsite evaluation? Yes No
• Is bonding still in place, which covers this proposed well? Yes No
nature: Christina Hirtler Nate: 7/16/2013

nature. Christina mitter Date. 7/10/2015

Title: Administrative Assistant Representing: BILL BARRETT CORP

Sundry Number: 53165 API Well Number: 43013513970000

	STATE OF UTAH DEPARTMENT OF NATURAL RESOURCES		FORM 9		
ı	5.LEASE DESIGNATION AND SERIAL NUMBER: 20G0005500				
SUNDR	6. IF INDIAN, ALLOTTEE OR TRIBE NAME: UTE				
	posals to drill new wells, significantly deep reenter plugged wells, or to drill horizontal n for such proposals.		7.UNIT or CA AGREEMENT NAME:		
1. TYPE OF WELL Oil Well			8. WELL NAME and NUMBER: LC TRIBAL 13H-23-46		
2. NAME OF OPERATOR: BILL BARRETT CORP			9. API NUMBER: 43013513970000		
3. ADDRESS OF OPERATOR: 1099 18th Street Ste 2300		ONE NUMBER: 312-8134 Ext	9. FIELD and POOL or WILDCAT: ALTAMONT		
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QTR/QTR, SECTION, TOWNSH Qtr/Qtr: SESE Section: 2	IIP, RANGE, MERIDIAN: 3 Township: 04.0S Range: 06.0W Meridian:	U	STATE: UTAH		
11. CHECI	K APPROPRIATE BOXES TO INDICATE N	IATURE OF NOTICE, REPOR	RT, OR OTHER DATA		
TYPE OF SUBMISSION		TYPE OF ACTION			
_	ACIDIZE	ALTER CASING	CASING REPAIR		
NOTICE OF INTENT Approximate date work will start:	CHANGE TO PREVIOUS PLANS	CHANGE TUBING	CHANGE WELL NAME		
8/27/2015		COMMINGLE PRODUCING FORMATIONS	CONVERT WELL TYPE		
SUBSEQUENT REPORT Date of Work Completion:	L DEEPEN L	FRACTURE TREAT	☐ NEW CONSTRUCTION		
	OPERATOR CHANGE	PLUG AND ABANDON	L PLUG BACK		
SPUD REPORT	PRODUCTION START OR RESUME	RECLAMATION OF WELL SITE	RECOMPLETE DIFFERENT FORMATION		
Date of Spud:	REPERFORATE CURRENT FORMATION	SIDETRACK TO REPAIR WELL	TEMPORARY ABANDON		
	TUBING REPAIR	VENT OR FLARE	WATER DISPOSAL		
DRILLING REPORT	WATER SHUTOFF	SI TA STATUS EXTENSION	✓ APD EXTENSION		
Report Date:	WILDCAT WELL DETERMINATION	OTHER	OTHER:		
12 DESCRIBE PROPOSED OR	COMPLETED OPERATIONS. Clearly show all pe	artinant datails including datas	donths valumes etc		
	eby request a one year extension		Approved by the		
220	ooy requeet a one year emener		Utally 100/12/01/40f		
			Oil, Gas and Mining		
			Date:		
			Ol 112.00 8		
			By:		
NAME (DI EASE DDINT)	PHONE NUMBER	TITLE			
NAME (PLEASE PRINT) Christina Hirtler	303 312-8597	Administrative Assistant			
SIGNATURE		DATE			
N/A		7/10/2014			

Sundry Number: 53165 API Well Number: 43013513970000



The Utah Division of Oil, Gas, and Mining

- State of Utah
- Department of Natural Resources

Electronic Permitting System - Sundry Notices

Request for Permit Extension Validation Well Number 43013513970000

API: 43013513970000 **Well Name:** LC TRIBAL 13H-23-46

Title: Permit Analyst Representing: BILL BARRETT CORP

Location: 1032 FSL 0685 FEL QTR SESE SEC 23 TWNP 040S RNG 060W MER U

Company Permit Issued to: BILL BARRETT CORP

Date Original Permit Issued: 8/27/2012

The undersigned as owner with legal rights to drill on the property as permitted above, hereby verifies that the information as submitted in the previously approved application to drill, remains valid and does not require revision. Following is a checklist of some items related to the application, which should be verified.

 If located on private land, has the ownership changed, if so, has the surface agreement been updated? Yes No)
 Have any wells been drilled in the vicinity of the proposed well which would affect the spacing or siting requirements for this location? Yes No 	
 Has there been any unit or other agreements put in place that could affect the permitting or operation of proposed well? Yes No 	this
 Have there been any changes to the access route including ownership, or rightof- way, which could affec proposed location? Yes No 	t the
• Has the approved source of water for drilling changed? 🔘 Yes 🌘 No	
 Have there been any physical changes to the surface location or access route which will require a change plans from what was discussed at the onsite evaluation? Yes No 	in
• Is bonding still in place, which covers this proposed well? 🌘 Yes 🔘 No	
Signature: Christina Hirtler Date: 7/10/2014	

RECEIVED: Jul. 10, 2014

OL & GAS INCOME.		TA COMERCION CON	OGG BATABASE OUEDV		*	- 'D X
FILE EDIT OIL GAS GAS PLANT REPORTS	DB MAINTENANCE OPTIONS HELP D	ATA CONVERSION GEOL	OGS DATABASE QUERY	tee.		- @ x ■
WELL SEARCH	WELL DATA	WELL HISTOI	RY 1	WELL ACTIVITY		<u>D-</u>
WELL NAME LC TRIBAL 13H-23-46	API NUMBER 4301:		WELL TYPE OW RATOR APPROVED BY BLM / I		∃	<u>P</u> <u>V1</u>
DESIGNATED OPERATOR	ACCOUN	<u></u>	WON AFFROYED BY BUMP	ou :		<u>D</u> v2
FIELD NAME ALTAMONT	FIELD NUMBER 55	FIRST PRODUCT	ON TT LA	I PA DATE		X
WELL LOCATION	CONFIDENTIA	LFLAG [LEASE NUMB	BER 20G0005500		
SURF LOCATION 1032 FSL 0685 FEL	- CONFIDENTIA	LDATE	MINERAL LEASE TY	YPE 2 •		
QQ. S. T. R. M. SESE 23 04.0 S	06.0 W U DIRECTIONAL HORIZ	ONTAL H	SURFACE OWNER TY	YPE 3 🔻		
COUNTY DUCHESNE	HORIZONTAL LAT	ERALS	INDIAN TR	MBE UTE		
UTM COORDINATES	COMMINGLED PRODU	CTION F	C.A. NUMB	BER		
<u> </u>	N 4440461 ORIGINAL FIELI	TYPE D -	UNIT NAME			
SURFACE - E 540610.00 BHL -	E 539461 WILDCAT TA	X FLAG	CUMULA	TIVE PRODUCTION:		
LATITUDE 40.11412	CB-METHAN	E FLAG ["		OfL		
LONGITUDE -110.52345	ELE	VATION 6926 GR		GAS		
WELL FILES WELL PHOTOS		/TYPE LPM8874725	2 - WA	NTER	and the second s	
COMMENTS 130717 1YR APD EXT:14071	0 1YR APD EXT:140924 LA PER OP.					
Create New Rec Save	Cancel Change To History	To Activity E	rint Recd Export Recd	11		

Desktop * • 4 10:24 AM 9:30 7914

? Table 1 7 6 6 1



State of Utah

DEPARTMENT OF NATURAL RESOURCES

MICHAEL R. STYLER Executive Director

Division of Oil, Gas and Mining

JOHN R. BAZA
Division Director

September 25, 2014

Venessa Langmacher Bill Barrett Corporation 1099 18th Street, Suite 2300 Denver, CO 80202

RE: APDs Rescinded for Bill Barrett Corporation, Duchesne County, Utah

Dear Ms. Langmacher:

As requested, attached is a list of the APD's that the Division of Oil, Gas and Mining "the Division" has rescinded. No drilling activity at these locations has been reported to the Division. Therefore, approval to drill these wells is hereby rescinded, effective September 24, 2014.

New APDs must be filed with this office for approval <u>prior</u> to the commencement of any future work on the subject locations.

If any previously unreported operations have been performed on these well locations, it is imperative that you notify the Division immediately.

Sincerely,

Lisha Cordova

Environmental Scientist

LC

Attachment: (1)

cc: Well File

Bureau of Land Management, Vernal



Page 2 September 25, 2014 APDs Rescinded eff. 9/24/14

> 43-013-51507- LC Tribal 13H-26-46 43-013-51664- LC Tribal 5H-26-46 43-013-51397- LC Tribal 13H-23-46 43-013-51506- LC Tribal 13H-34-46 43-013-51655- LC Tribal 5H-23-46



Lisha Cordova < lishacordova@utah.gov>

Fwd: Rescind Permits Please :)

1 message

Bradley Hill
bradhill@utah.gov>

To: "Cordova, Lisha" < lishacordova@utah.gov>

Wed, Sep 24, 2014 at 9:13 AM

Brad Hill P.G.
O & G Permitting Manager/Petroleum Geologist
State of Utah
Division of Oil, Gas, & Mining
Phone: (801)538-5315
Fax: (801)359-3940

----- Forwarded message -----

email: bradhill@utah.gov

From: Venessa Langmacher <vlangmacher@billbarrettcorp.com>

Date: Tue, Sep 23, 2014 at 1:25 PM Subject: Rescind Permits Please :)

To: "bradhill@utah.gov" <bradhill@utah.gov>

Good Afternoon Brad,

Could you please cancel the following permits?

4301351507 LC Tribal 13H-26-46

4301351664 LC Tribal 5H-26-46

4301351397 LC Tribal 13H-23-46

4301351506 LC Tribal 13H-34-46

4301351655 LC Tribal 5H-23-46

Please let me know if you have any questions or need any additional information.

Thanks,

Venessa Langmacher

Senior Permit Analyst

BILL BARRETT CORPORATION

1099 18th Street | Suite 2300

Denver, CO 80202

D 303.312.8172 | F 303.291.0420

vlangmacher@billbarrettcorp.com

www.billbarrettcorp.com



Form 3160-5 (August 2007)

HECEIVED

UNITED STATES DEPARTMENT OF THE INTERIOR BUREAU OF LAND MANAGEMENT

JAN 0 4 2016

FORM APPROVED OMB NO. 1004-0135 Expires: July 31, 2010

Lease Serial No. 1420H625500

	SUNDRY	NOTICES	AND I	REPORTS	ON '	WELLS
Do	not use th	is form for	propos	sals to drift	ou to	re enter an

E

6 If Indian Allottee or Tribe Name

abandoned we	II. Use form 3160-3 (APD)	a frein Lob A G. L U	al U	UINTAH AND O		
SUBMIT IN TRI	PLICATE - Other instruction	ns on reverse side.		7. If Unit or CA/Agreen	ment, Name and/or No.	
Type of Well ☐ Gas Well ☐ Otl	8. Well Name and No. LC TRIBAL 13H-23-46					
Name of Operator BILL BARRETT CORPORATI	Contact: BR	ADY RILEY ettcorp.com	·	9. API Well No. 43-013-51397-00-X1		
3a. Address 1099 18TH STREET SUITE 2 DENVER, CO 80202		o. Phone No. (include area code h: 303-312-8115 DECEIVE		10. Field and Pool, or E ALTAMONT	Exploratory	
4. Location of Well (Footage, Sec., T	., R., M., or Survey Description)	- HPACIS IN		11. County or Parish; ar	nd State	
Sec 23 T4S R6W SESE 1032 40.114164 N Lat, 110.523497	W Lon	JAN 2 5 20		DUCHESNE COUNTY, UT		
12. CHECK APPI	ROPRIATE BOX(ES) TO IN	DIV OF OIL, GAS S IDICATE NATURE OF	NOTICE, RI	EPORT, OR OTHER	DATA	
TYPE OF SUBMISSION		ТҮРЕ С	F ACTION			
Notice of Intent ■	☐ Acidize	□ Deepen	□ Product	ion (Start/Resume)	☐ Water Shut-Off	
	☐ Alter Casing	☐ Fracture Treat	☐ Reclama	ation	■ Well Integrity	
☐ Subsequent Report	Casing Repair	■ New Construction	☐ Recomp			
☐ Final Abandonment Notice	☐ Change Plans	☐ Plug and Abandon	g and Abandon		Change to Original A PD	
·	☐ Convert to Injection	☐ Plug Back	☐ Water D	Pisposal		
If the proposal is to deepen directions Attach the Bond under which the wor following completion of the involved testing has been completed. Final At determined that the site is ready for fit BBC hereby request a two year APD-3/7/14	operations. If the operation results bandonment Notices shall be filed or inal inspection.) ar extension for APD to 3/6/20	in a multiple completion or rec aly after all requirements, inclu	completion in a r ding reclamation	RNAL FIELD OFFI	-4 shall be filed once and the operator has	
14. I hereby certify that the foregoing is	true and correct.					
	Electronic Submission #3276	T CORPORATION, sent to	the Vernal			
Name (Printed/Typed) BRADY R	ILEY	Title PERMI	T ANALYST			
Signature (Electronic S	submission)	Date 01/04/2	2016			
	THIS SPACE FOR I	FEDERAL OR STATE	OFFICE US	SE .		
Approved By				eld Manager ral Resources	JAN 1 2 2016	
Conditions of approval, if any, are attached ertify that the applicant holds legal or equ which would entitle the applicant to condu	itable title to those rights in the sub	warrant or ect lease Office	VERNAL I	TELD OFFICE		

Title 18 U.S.C. Section 1001 and Title 43 U.S.C. Section 1212, make it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious or fraudulent statements or representations as to any matter within its jurisdiction.

Revisions to Operator-Submitted EC Data for Sundry Notice #327628

Operator Submitted

BLM Revised (AFMSS)

Sundry Type:

OTHER NOI

APDCH NOI

Lease:

1420H625500

1420H625500

Agreement:

Operator:

BILL BARRETT CORPORATION 1099 18TH STREET SUITE 2300 DENVER, CO 80202 Ph: 303-293-9100

BILL BARRETT CORPORATION 1099 18TH STREET SUITE 2300 DENVER, CO 80202 Ph: 303.312.8546

BRADY RILEY PERMIT ANALYST E-Mail: briley@billbarrettcorp.com

Admin Contact:

Ph: 303-312-8115

BRADY RILEY PERMIT ANALYST E-Mail: briley@billbarrettcorp.com

Ph: 303-312-8115

Tech Contact:

BRADY RILEY PERMIT ANALYST E-Mail: briley@billbarrettcorp.com

BRADY RILEY PERMIT ANALYST E-Mail: briley@billbarrettcorp.com Ph: 303-312-8115

Ph: 303-312-8115

Location:

State:

County:

DUCHESNE

Field/Pool:

Well/Facility:

ALTAMONT

LC TRIBAL 13H-23-46

Sec 23 T4S R6W Mer UBM SESE 1032FSL 685FEL

UT

DUCHESNE

ALTAMONT

LC TRIBAL 13H-23-46 Sec 23 T4S R6W SESE 1032FSL 685FEL 40.114164 N Lat, 110.523497 W Lon

CONDITIONS OF APPROVAL

Bill Barrett Corporation

Notice of Intent APD Extension

Lease:

1420H625500

Well:

LC Tribal 13H-23-46

Location:

SESE Sec 23-T4S-R6W

An extension for the referenced APD is granted with the following conditions:

- 1. The extension and APD shall expire on 03/07/2018.
- 2. No other extensions shall be granted.

If you have any other questions concerning this matter, please contact Robin L Hansen of this office at (435) 781-2777